

**PIERCE COUNTY SHERIFF'S DEPARTMENT AND
BETHEL SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER
AGREEMENT**

THIS AGREEMENT is made by and between the Pierce County Sheriff's Department, hereinafter referred to as "County", and the Bethel School District, hereinafter referred to as "Contractor".

RECITALS:

- A. The Contractor wishes to contract with the County for the services of four (4) School Resource Officer's (SRO)
- B. Pierce County will render such services according to the terms and conditions hereinafter set forth.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The County agrees to provide the Contractor with the services of four (4) SRO's. The services provided by a SRO are described in Addendum A, attached. The SRO will remain employees of the County.
- 2. The delivery of such service, the standards of performance, the discipline of officers, the control of County personnel, and other matters incidental to the performance of such services shall remain under the control of the County. In the event of a dispute between the parties as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such service, the determination thereof made by the County shall be final and conclusive; provided, however, that the Contractor may terminate the agreement in the event that it is dissatisfied with the County's determination.
- 3. To perform said services the County shall furnish and supply all labor, supervision, equipment, and supplies.
- 4. The contractor shall not assume any liability for the direct payment of any salaries, wages, or other compensation to a SRO performing the service provided hereunder. The County shall be responsible for any cost of overtime as authorized by the chain of command of the SRO. The Contractor shall be responsible for any overtime or off-duty employment cost; and any authorized overtime, as authorized by the Contractor will be billed by the County to the Contractor at the actual cost of overtime. Off-duty employment agreements shall be between the Contractor and SRO. Except as otherwise specified herein, the Contractor shall not be liable for compensation for wages or indemnity to any County employee for injury or sickness arising out of his/her employment of this contract.
- 5. Unless sooner terminated as provided for herein, this agreement shall be effective September 1, 2012 to June 30, 2013. At the option of the County and the Contractor, this agreement may be renewed.

6. The Contractor will reimburse the County for the services of four (4) SRO's, as provided by this contract, for the duration of the contract in the amount of \$381,760 (\$95,440 per SRO), to be billed in ten monthly installments. The Contractor acknowledges that the cost of each SRO, as set forth above, is based on the actual cost of the SRO to the County.
7. The County shall invoice said Contractor by the 10th of each month for the SRO services provided for the previous month. The Contractor shall pay County therefore within thirty (30) days after receipt of said invoice.
8. The SRO will not be assigned to duties other than required Departmental training on days when school is in session. If such assignments are unavoidable, the County agrees to reimburse the Contractor, at the SRO's per diem rate, for the time missed.
9. As part of its compliance with all applicable laws and regulations relating to employee hiring, the parties agree that the County Civil Service Rules which prohibit discrimination on the basis on non-merit factors, shall for purpose of this contract, be read and understood by the Contractor. Furthermore, this agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the County of Pierce.
10. Either party may, in writing, request changes in the Agreement. Any and all agreed modifications should be in writing, signed by each of the parties, and affixed to this contract.
11. The County or the Contractor may terminate the contract in whole or in part whenever the County or the Contractor determines, in its sole discretion, that such termination is in the best interests of the County or the Contractor. An equitable adjustment in the contract price will be made so that the Contractor pays only for those days of service actually provided. Termination of this contract by the County or Contractor at any time during their term, whether for default or convenience, shall not constitute a breach of contract by the County or Contractor. The Contractor agrees to give the County 30 days notice if it intends to terminate this contract.
12. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, in Pierce County or in a county adjacent to Pierce County. This agreement shall be governed by the law of the State of Washington.
13. Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County or Contractor at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
14. Laws involving confidentiality govern both the Contractor and the County. Both the Contractor and the County agree that its employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Buckley Act governs the Contractor and the County understands that this act and other state and federal laws will restrict the issuance of certain information to the County. The Contractor likewise understands that certain intelligence information is to

remain confidential and in the sole control of the County. Each agency agrees to respect the requirement imposed on the other and in the event of any judicial action being taken, to promptly notify the other of any attempt to seek disclosure of information.

15. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there-from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Sub-contractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
16. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Pierce County Sheriff, 930 Tacoma Avenue South, Tacoma, Washington 98402. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
17. Except as set forth elsewhere in the agreement, for all purposes under this agreement, except service of process, notice shall be given by the County to the Superintendent of Schools, Bethel School District, 516 176th St., Spanaway, WA, 98387. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
18. If any term or condition of this contract or the application thereof to any persons(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given without the invalid term, condition, or application. The terms and conditions of this contract are declared severable.
19. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
20. This written contract represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

End of agreement: Signature page immediately following.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE
SCHOOL RESOURCE OFFICER – BETHEL SCHOOL DIST.
Contract No. 90372**

IN WITNESS WHEREOF, the parties have executed this Agreement this 10th day of Sept, 2012.

CONTRACTOR:

Dan Heltsley 8-6-12
Contractor Signature Date

DIRECTOR CAMPUS SAFETY
Title of Signatory Authorized by Firm Bylaws

Name: Dan Heltsley

UBI No. 279-003-337

Address: _____

Mailing Address: 516 176th St. E.

SPARKWAY, WA 98387

Contact Name: Dan Heltsley

Phone: 253 683 6056

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Michael Bonnell 8/17/12
Prosecuting Attorney Date

Recommended:

Stan Perun 8/28/12
Budget and Finance Date

Approved:

Paul A. Post 8-30-12
Department Director Date
(less than \$250,000)

Pat McCauley 9/10/12
County Executive (over \$250,000) Date

PIERCE COUNTY SHERIFF'S DEPARTMENT SCHOOL RESOURCE OFFICER ADDENDUM A TO CONTRACT

PROGRAM GOAL:

1. To improve the relationship between the Pierce County Sheriff's Department and the School District.
2. To reduce crime and improve security in the schools.
3. To improve the quality of education in school.

PROGRAM BENEFITS:

The SRO Program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the Sheriff's Department. Overall, the relationship between the schools, staff, students, the Sheriff's Department, and the community will improve.

SRO DUTIES:

1. Conduct preliminary investigations of crimes that have occurred on/off campus involving students from any school district and that are reported at the schools within the School District.
2. Assist the Sheriff's Department Juvenile Section in conducting follow up investigations involving students of the School District.
3. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
4. Provide advice to School District personnel on law enforcement issues. Officers will assist in providing solutions to security problems that arise in the School District.
5. Maintain a close working relationship and share information with other Sheriff's Department Operations Bureau personnel on matters of mutual interest. SROs will normally attend turnouts.

6. Assist School District personnel in the identification of/and behavior modification of problem students and law enforcement and security-related problem resolution.
7. Handle traffic complaints involving students on district properties and immediately adjoining areas.
8. Work with School District security personnel on matters of mutual concern and provide them with training to enhance school safety.
9. Develop mentor relationships with students when possible.
10. Work flexible or adjusted shifts when necessary and permissible by labor contract to accommodate evening meetings, presentations, or other classes involving the SRO.
11. Attend Sheriff's Department training as required.
12. SROs generally will not take any vacation during periods in which school is in session.

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 16396IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of March, 2004.**CONTRACTOR:**

Del May _____
Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: Tacoma Police Department

UBI No. _____

Address: 930 Tacoma Ave S, Rm 323Tacoma, WA 98402

Mailing
Address: Same as above

Contact Name: Chief Don RamsdellPhone: 253-591-7948

Fax: _____

PIERCE COUNTY:

Reviewed:

[Signature] 4/8/04
Prosecuting Attorney (as to form only) Date

12 P. Kennedy 1-14
Budget and Finance Date

Approved:

Paul A. Rustay 4/9/04
Department Director (less than \$250,000) CA Date

County Executive (over \$250,000) Date

CONTRACTOR-

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name _____

Business Owner's Social Security Number _____

DBA/Business or Trade Name (if applicable) _____

PARTNERSHIP:

Name of Partnership _____

Partnership's Employer Identification Number _____

CORPORATION:

Name of Corporation _____

Corporation's Employer Identification Number _____

January 12th, 2004

**Pierce County Regional Computer Forensic Lab
MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is entered into between the following participating agencies:
Police/Sheriff's Departments: Tacoma, Pierce County, Edgewood, Lakewood, University Place

For purposes of this MOU, the Tacoma Police Department will be the lead "financial Agency" as well as the "Investigative/Administrative" agency. The Tacoma Police Department will receive and distribute funds from the participating agencies in support of the purchase of equipment, training for investigators involved as needed and appropriate at the direction of the (2) captains and above from TPD, PCSD

PURPOSE

The purpose of the MOU is (1) to outline the mission and procedures of the Pierce County Regional Forensic Lab and its resources, and (2) to formalize relationships between the participating agencies.

MISSION

The Regional Forensic Lab is designed to facilitate the investigation, evidence gathering and prosecution of high tech evidence for the purpose of protecting the community and removing high technology criminals from our community. The program is created on the premise that the ability of law enforcement to properly investigate and prosecute high technology related crimes will have far reaching effects on a wide variety of criminal activities, including computer component theft, gray marketing of technology, narcotic trafficking, gambling, Internet related crimes and telecommunication fraud as well as those low tech crimes wherein a computer or other electronic technology may contain evidence of said crime. The mission of the Regional Forensic Lab will be to assist regional law enforcement to investigate arrest and successfully prosecute individuals engaged in these criminal pursuits to create a safer community for the overall Pierce County region. To that end the participating agencies agree on this Memorandum of Understanding (MOU) and execute this document concerning the formation of the Regional Lab. The participating agencies jointly and separately agree to abide by the terms and provisions of this MOU throughout the duration of the joint operation.

GOALS

The Regional Computer Forensic Lab will:

- 1) assist law enforcement to identify, investigate, arrest and assist in the prosecution of individuals who commit various forms of high technology crimes as well as the assisting law enforcement in identifying and preserving evidence in non high tech crimes such as rape, murder, burglary, fraud etc., where such evidence may be contained in computers and other digital media;
- 2) similarly target those individuals who are suspected of being currently engaged in high technology criminal activity, or who demonstrate (i.e., gang or organized crime association) a

REGIONAL COMPUTER FORENSIC LAB, MOU

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propensity to do so;

3) maintain communications with the participating agencies and other high tech law enforcement organizations to realize maximum effective use of the Regional Lab's resources and minimize the chances of damage or interference with any other program; 4) coordinate these efforts with allied agencies, who request the assistance of the regional Lab who are working toward similar targets or goals;

5) provide education to the public, business representatives, and law enforcement officers relative to current criminal trends and prevention techniques; and

6) provide additional education to law enforcement officers relative to high tech investigative techniques.

PROCEDURES

The Tacoma Police Department will assign a captain to administer the program on a day to day basis in conjunction with a captain or above from the Pierce County Sheriff's Department who will jointly provide direction, budget, policy and procedures for the Regional Lab. The Regional Lab will include at least one investigator each from the Tacoma Police Department, Pierce County Sheriff's Department. The manpower of the Regional Lab will fluctuate according to the number of persons each agency is able to provide with no less than the two designated investigators, but it may be increased to meet the demand for services.

Cases handled by the Regional Forensic Lab will be selected by:

1. Direction of immediate supervisors of officers assigned to the lab.
2. Oversight will be by the Regional Lab Oversight Committee (RLOC, comprised of the two commanders (Captain or above) one each from TPD, PCSD
3. Prioritized, normal law enforcement guidelines; ie. Person's crimes before property crimes, eminent dangers to citizens before non pressing cases and in custody cases proceed those not in custody will apply.

COMPOSITION OF THE TASK FORCE

The Task Force will initially consist of sworn law enforcement officers/agents from each of the following agencies: the Pierce County Sheriff's Department, Tacoma Police Department, Each of the above agencies agrees to provide at least (1) officer/agent. It is understood that investigators assigned to the Regional Lab will be assigned for a period of not less than (3) three years due to the time and expense required to properly train individuals.

POLICY AND DIRECTION

The policy and direction of the Regional Lab will be consistent with and governed by the Mission, Goals and Procedures statements of this document. Day to day oversight of the lab will be administered by the Criminal Investigations Division Captain of the Tacoma Police

REGIONAL COMPUTER FORENSIC LAB, MOU

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Department and shall not be outside the scope of the policies and procedures of the participating agencies.

CONFIDENTIAL INFORMATION

It is understood that any confidential information relating to investigations or proprietary business systems, processes, or information will only be shared with participating Regional Lab members or other law enforcement agencies having a "need to know."

LOCATION

The Regional Lab will operate from physical space provided by the Tacoma Police Department. The Tacoma Police Department agrees to provide office space, phones, and power necessary to carry out the administrative operation of the Task Force. The TPD may revoke this MOU and reclaim said office space, phones, and power at any time by delivery of written notice to other participating agencies. This service has been provided at no cost by TPD to other agencies and will continue on said basis subject to the above provision. See terms of agreement, Pg 6.

PROGRAM COORDINATOR

Program coordination will be administered by the Regional Lab Oversight Committee.

SUPERVISION

Supervision of the investigative personnel assigned to the Regional Lab will be the responsibility of the direct supervisor of the agency with whom the investigator is employed.

RESOURCES

- **Support**
Each participating police agency agrees to make available its resources in support of this program with funding for the lab based on population and the budget presented by the Regional Lab Oversight Committee.
- The proposed budget for the Regional Lab will be reviewed and presented to participating agencies on a yearly basis by the Regional Lab Management Team
- The original budget is assigned to this document.
- The Tacoma Police Department will send invoices to the participating agencies.
- Grants have been and will continue to be sought to provide for the Regional Lab.
- The Tacoma Police Department will provide administrative support, space, power, phone lines subject to other provisions of this MOU.
- The Tacoma Police Department will receive and distribute funds from the participating agencies in support of the purchase of equipment, training for investigators involved as

REGIONAL COMPUTER FORENSIC LAB, MOU

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needed and appropriate at the direction of the two captains and above from TPD and PCSD

- **Vehicles**
Each police agency will supply vehicles for its participating personnel.
- **Communication Equipment**
Each participating police agency will supply their personnel with their agency's radios, pagers and cellular phones.
- **Safety Equipment**
Each participating police agency will ensure that any representative assigned to the Regional Lab has all necessary safety equipment including, but not limited to, a ballistic protective vest, a handgun, handcuffs, etc.

EVIDENCE

Seized evidence will be handled in a manner consistent with the law enforcement agency's policy in the jurisdiction in which the evidence is seized. Any evidence seized by the Regional Lab and not returned to an identified victim will be first considered for use by the lab and if not needed by the lab to distribute on an equitable basis to all signers of this MOU once the evidence has cleared judicial review. The Regional Lab Oversight Committee shall decide on distribution of said seized evidence. All property distributions will be recorded and an annual report of such distributions shall be provided to all agencies. The above decisions are subject to **RCW 69.50.505 and 10.105.**

PERSONNEL AND ADMINISTRATIVE MATTERS

- **Compensation**
Each agency agrees to assume all personnel costs for it's assigned personnel that are not covered by grant award funds pre-approved by the Regional Lab for its officers/agents assigned. Personnel costs include salaries, fringe benefits, overtime and all usual compensation as if assigned to their departments of origin.
- **Records and Reports**
All Regional Lab investigative records will be maintained at the Tacoma Police Department. Agency representatives are expected to forward copies of their reports to their agencies. Ongoing Lab statistics will be prepared and furnished to all participating agencies. All investigative information will be available to each of the participating law enforcement agencies on an as needed basis weighed against the sensitivity of the investigation.

REGIONAL COMPUTER FORENSIC LAB, MOU

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- **Media Relations**

In cases of significant public interest, joint press releases will be coordinated by the Computer Lab Supervisor with PIO's from participating agencies.

- **Liability**

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Each agency agrees to indemnify and hold harmless the other signers of this agreement for liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any agency, or any of its agents, officers, or employees in it's, or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

- **Non-waiver**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

- **Modification**

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof.

- **Counterparts**

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

REGIONAL COMPUTER FORENSIC LAB, MOU


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- **Captions**
The headings or captions to the Articles of this MOU are not a part of the MOU and shall have no effect upon the construction or interpretation of any part thereof.
- **Severability**
If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.
- **Ambiguities**
The parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any other party.
- **Governing Law**
The interpretation and enforcement of the MOU shall be governed by the laws of the State of Washington, and where applicable, by federal law. The parties agree to submit any disputes arising under the MOU to a court of competent jurisdiction located in Tacoma, Washington.
- **Terms of Agreement**
It is agreed that this Memorandum of Understanding will be in force from the date of the last agency signing this document. The portion of the MOU relating to a specific agency may be terminated at any time by a participating agency delivering a written notice of termination to the other participating agencies. An agency's termination of their involvement in the Task Force will not negate the continuing agencies' participation and agreement under the existing MOU. It is understood that as of January 1, 2005, the municipality of Lakewood will no longer be served by the Pierce County Sheriffs Department, due the expiration of their contractual agreement. Therefore it is understood that as of January 1st 2005, the City of Lakewood is released from this MOU.
- **Integration**
This MOU embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties with the exception of contracts assigned pursuant to the issuance of grant funds.



Tacoma Police Department

Dated: 3/15/04

Approved:

TPD Legal Advisor

REGIONAL COMPUTER FORENSIC LAB, MOU

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Paul A. Pastry Dated: 3/9/04
Pierce County Sheriff's Department
CA

Paul A. Pastry Dated: 3/9/04
Edgewood Police Department

Paul A. Pastry Dated: 3/9/04
Lakewood Police Department

Paul A. Pastry Dated: 3/9/04
University Place Police Department

**AGREEMENT BETWEEN
PIERCE COUNTY
AND
CRIME STOPPERS OF TACOMA PIERCE COUNTY**

THIS AGREEMENT is entered by and between Tacoma Pierce County Crime Stoppers a non profit organization in the County of Pierce, hereafter referred to as "Crime Stoppers" and the Pierce County Sheriff's Department a department of Pierce County, a political subdivision of the State of Washington (hereinafter referred to as "County") upon the terms and conditions hereafter set forth.

WHEREAS, Crime Stoppers operates as a civilian entity to assist Law Enforcement agencies including Pierce County in the apprehension of wanted criminals and to solicit tips on unsolved major crimes throughout Pierce County and;

WHEREAS, the County has law enforcement responsibilities throughout the the Pierce County area and:

WHEREAS, County will reimburse Crime Stoppers \$10,000 for Crime Stoppers Program for 2006 and ½ (one/half) of the revenue of property room^{for} gun sales up to \$50,000 (\$25,000 from County and \$25,000 from City) and is contingent upon City agreeing to the \$25,000 split for ensuing years. Services are as follows:

- Keep statistics, and produce flyers and other print media to support Crime Stoppers.
- Monitor the tip line and work with Detectives to build call receiving center via Crime Stoppers.
- Work with Detectives to advertise unsolved crimes to solicit information. in cold cases.
- Write up rewards through information supplied by the Detectives to present to the Board.
- Work with informants to insure cash rewards are paid.
- Produce monthly statistics report for the board to review.
- Coordinate Crime Stoppers involvement with large community events.

NOW THEREFORE: in consideration of the terms and conditions contained herein; it is mutually agreed by and between the County and Crime Stoppers;

1. **MODIFICATIONS:** Either party may request changes in this agreement. Any and all agreed modifications should be in writing, signed by each of the parties.
2. **ENTIRE AGREEMENT:** This written agreement represents the entire agreement between the parties and supercedes any prior oral statements, discussions or understandings between the parties.

3. **TRANSFER/ASSIGNMENT:** Neither party shall have the right to transfer or assign, in whole or part, any or all of its obligations and rights hereunder without the prior written consent of the other party. When executed, this agreement shall be binding upon and shall inure to the benefit of the parties and their successors in interest.
4. **EFFECTIVE DATE:** This agreement shall commence and become effective upon the 1st day of January, 2006.
5. **TERM OF AGREEMENT:** This agreement shall be in force for one (1) year from its making. It shall be extended automatically for additional one (1) year periods on the anniversary date unless the parties have provided notice of intent to abandon the agreement. If either party desires to terminate the relationship created by this agreement, then they must provide not less than ninety (90) days written notice to the other party.
6. **BILLING AND PAYMENT:** Crime Stoppers will send an invoice to: Pierce County Sheriff's Department Business Unit, 930 Tacoma Avenue, Tacoma, WA 98402. County payment will be sent no later than 30 days after date of invoice. Payment will be mailed to PO Box 64876, Tacoma, WA 98464-0826.
7. **SEVERABILITY:** If any term or condition or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
8. **FUTURE NON-ALLOCATION OF FUNDS:** If sufficient funds are not appropriated or allocated for payment under this agreement for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
9. **DEFENSE AND INDEMNITY AGREEMENT:** Crime Stoppers agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Crime Stoppers, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

10. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

SIGNATURE PAGE IMMEDIATELY FOLLOWING.

#53292-0

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Cor

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of
_____, 20 06

CONTRACTOR:

Ed Hauge 7/21/06
Contractor Signature Date

Board Member
Title of Signatory Authorized by Firm Bylaws

Crime Stoppers
Name

UBI No.

6824 19th St W #139
POB 64876
Address:

U.P. Tacoma WA
98466 40464

Mailing
Address: Same as above

Contact Name: Ed Hauge

Phone: 253-798-4936

Fax: 253-798-6712

PIERCE COUNTY:

Reviewed:

[Signature] 8/23/06
Prosecuting Attorney (as to form only) Date

[Signature] 8/24/06
Budget and Finance Date

Approved:

Paul A. Ruston 8-23-06
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

**PIERCE COUNTY SHERIFF'S DEPARTMENT AND
FRANKLIN PIERCE SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER
AGREEMENT**

THIS AGREEMENT is made by and between the Pierce County Sheriff Department, hereinafter referred to as "County", and the Franklin Pierce School District, hereinafter referred to as "Contractor".

RECITALS:

- A. The Contractor wishes to contract with the County for the services of one (1) School Resource Officer (SRO)
- B. Pierce County will render such services according to the terms and conditions hereinafter set forth.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The County agrees to provide the Contractor with the services of one (1) SRO. The services provided by a SRO are described in Addendum A, attached. The SRO will remain employees of the County.
- 2. The delivery of such service, the standards of performance, the discipline of officers, the control of County personnel, and other matters incidental to the performance of such services shall remain under the control of the County. In the event of a dispute between the parties as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such service, the determination thereof made by the County shall be final and conclusive; provided, however, that the Contractor may terminate the agreement in the event that it is dissatisfied with the County's determination.
- 3. To perform said services the County shall furnish and supply all labor, supervision, equipment, and supplies.
- 4. The contractor shall not assume any liability for the direct payment of any salaries, wages, or other compensation to a SRO performing the service provided hereunder. The County shall be responsible for any cost of overtime as authorized by the chain of command of the SRO. The Contractor shall be responsible for any overtime or off-duty employment cost; and any authorized overtime, as authorized by the Contractor will be billed by the County to the Contractor at the actual cost of overtime. Off-duty employment agreements shall be between the Contractor and SRO. Except as otherwise specified herein, the Contractor shall not be liable for compensation for wages or indemnity to any County employee for injury or sickness arising out of his/her employment of this contract.
- 5. Unless sooner terminated as provided for herein, this agreement shall be effective September 1, 2012 to June 30, 2013. At the option of the County and the Contractor, this agreement may be renewed.

6. The Contractor will reimburse the County for the services of one (1) SRO, as provided by this contract, for the duration of the contract in the amount of \$95,440 (\$9,540 per month), to be billed in ten monthly installments. The Contractor acknowledges that the cost of each SRO, as set forth above, is based on the actual cost of the SRO to the County.
7. The County shall invoice said Contractor by the 10th of each month for the SRO services provided for the previous month. The Contractor shall pay County therefore within thirty (30) days after receipt of said invoice.
8. The SRO will not be assigned to duties other than required Departmental training on days when school is in session. If such assignments are unavoidable, the County agrees to reimburse the Contractor, at the SRO's per diem rate, for the time missed.
9. As part of its compliance with all applicable laws and regulations relating to employee hiring, the parties agree that the County Civil Service Rules which prohibit discrimination on the basis on non-merit factors, shall for purpose of this contract, be read and understood by the Contractor. Furthermore, this agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the County of Pierce.
10. Either party may, in writing, request changes in the Agreement. Any and all agreed modifications should be in writing, signed by each of the parties, and affixed to this contract.
11. The County or the Contractor may terminate the contract in whole or in part whenever the County or the Contractor determines, in its sole discretion that such termination is in the best interests of the County or the Contractor. An equitable adjustment in the contract price will be made so that the Contractor pays only for those days of service actually provided. Termination of this contract by the County or Contractor at any time during their term, whether for default or convenience, shall not constitute a breach of contract by the County or Contractor. The Contractor agrees to give the County 30 days notice if it intends to terminate this contract.
12. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, in Pierce County or in a county adjacent to Pierce County. This agreement shall be governed by the law of the State of Washington.
13. Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County or Contractor at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
14. Laws involving confidentiality govern both the Contractor and the County. Both the Contractor and the County agree that its employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Buckley Act governs the Contractor and the County understands that this act and other state and federal laws will restrict the issuance of certain information to the County. The Contractor likewise understands that certain intelligence information is to

remain confidential and in the sole control of the County. Each agency agrees to respect the requirement imposed on the other and in the event of any judicial action being taken, to promptly notify the other of any attempt to seek disclosure of information.

15. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there-from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Sub-contractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
16. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Pierce County Sheriff, 930 Tacoma Avenue South, Tacoma, Washington 98402. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
17. Except as set forth elsewhere in the agreement, for all purposes under this agreement, except service of process, notice shall be given by the County to the Superintendent of Schools, Franklin Pierce School District, 315 129th St. S., Tacoma, WA 98444. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
18. If any term or condition of this contract or the application thereof to any persons(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given without the invalid term, condition, or application. The terms and conditions of this contract are declared severable.
19. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
20. This written contract represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

End of agreement: Signature page immediately following.

QTB

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE
SCHOOL RESOURCE OFFICER – FRANKLIN PIERCE SCHOOL DIST.
Contract No. _____**

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2012.

CONTRACTOR:

Frank P. Hewins 7/5/12
Contractor Signature Date

SUPERINTENDENT
Title of Signatory Authorized by Firm Bylaws

Name: DR. FRANK HEWINS

UBI No. _____

Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Michael Linnefeld 7/11/12
Prosecuting Attorney Date

Recommended:

Harry Robinson 8/3/12
Budget and Finance Date

Approved:

Paul A. Pastor 7-12-12
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

~~DRAFT~~

GREATER PUGET SOUND
FINANCIAL FRAUD AND IDENTITY THEFT
CRIMES TASK FORCE
MEMORANDUM OF UNDERSTANDING

This agreement is made this _____ day of October 2009, between the Pierce County Sheriff Department, Pierce County Prosecutor's Office, King County Prosecutor's Office and the City of Redmond.

WHEREAS; the legislature of the State of Washington passed House Bill 1273 amending RCW 62A.9A-525, adding a new section to Chapter 43.330 RCW; and

WHEREAS; the House Bill 1273 creates an appropriation and provides language relative to investigation and prosecution of financial fraud and identity theft crimes; and

WHEREAS; the R.C.W. states the financial fraud and identity theft crimes investigations and prosecution program is created in the Department of Commerce; and

WHEREAS; the Department of Commerce shall establish two regional financial fraud and identity theft crime task forces that include a task force that includes King and Pierce Counties; and

WHEREAS; the task force must be comprised of local law enforcement, county prosecutors, representatives of the office of the attorney general, financial institutions and other state and local government; and

WHEREAS, the "Greater Puget Sound Task Force" consists of representatives from the King County Prosecutor's Office, City of Redmond, Pierce County Sheriff Department and Pierce County Prosecutor's Office;

NOW THEREFORE; this Memorandum of Understanding defines the roles and responsibilities of the "Greater Puget Sound Task Force" and all parties agree to the terms and conditions set forth in this Memorandum of Understanding.

1. The Greater Puget Sound Task Force goals are:

- a. Increase use of technology to better detect trends in identity theft, financial fraud and related crime, and to aid law enforcement and private sector focus in responding to such criminal activity.
- b. Increase use of private sector resources and information touching upon identity theft, financial fraud, and related crime to aid in detection, prevention, and resolution of identity theft, financial fraud, and related crime.
- c. Identify top offenders engaged in identity theft, financial fraud, and related crime and aggressively investigate and prosecute them.

- d. Increase responsibility and accountability of law enforcement, public safety, and private sector fraud investigators to use information collected through these efforts to detect, prevent, and resolve identity theft, financial fraud, and related crime.
 - e. Suppress repeat offender criminal activity in the areas of identity theft, financial fraud, and related crime by increasing post conviction sentencing convictions.
 - f. Maintain and/or increase funding available for analyst work and digital forensic analysis in the areas of identity theft, financial fraud, and related crime.
 - g. Evaluate the legal issues and practical necessities for enhanced criminal intelligence sharing among enforcement and private sector fraud investigative organizations.
 - h. Increase cooperative investigative effort among law enforcement and private sector fraud investigative organizations.
 - i. To the degree possible, notify persons who are identified by evidence as victims of the crimes of identity theft, financial fraud, and related crime.
2. The objectives for the Greater Puget Sound Task Force are:
- a. Increase investigation and prosecution of identity theft, financial fraud, and related crime through dedicating additional resources to those efforts.
 - b. Identify top offenders using an intelligence led policing model.
 - c. Develop guidelines for task force cases.
 - d. Identify the criteria to be used for Task Force cases.
 - e. Identify ways of increasing communication between law enforcement and private sector fraud investigative organizations.
 - f. Identify legal constraints and strategies to share investigative information among law enforcement and private sector fraud investigative organizations.
 - g. Identify private sector resources to aid in Task Force efforts.
 - h. Identify and utilize technologies that are currently available
 - i. Develop a mechanism to share technology between law enforcement and private sector fraud investigative organizations.
 - j. Adopt an intelligence led policing model
 - k. Work to increase cooperation between King and Pierce Counties law enforcement agencies and private sector fraud investigative organizations.
 - l. Advocate and educate law enforcement and fraud investigative organizations on the goals and work of the Task Force.
3. To accomplish the objectives of the Task Force, they will utilize the funds as detailed in the Pierce County Sheriff's Office Contract with the Washington State Department of Commerce. The

Contract, its Scope of Work and its budget are attached to this Memorandum of Agreement as Attachment A.

4. The Pierce County Sheriff Department shall be responsible for the contract with the Department of Commerce. This responsibility includes disbursement of the funds as outlined in Attachment A for the budget established by the Department of Commerce to the partnering agencies in the Task Force. Disbursement of funds shall occur once the partnering agencies have provided a monthly statement detailing the expenditures. Statements of expenditures may be submitted to the Pierce County Sheriff's Department monthly or less frequently, but not later than 30 days after the end of the contract as outlined in Attachment A. The statement shall be mailed to:

Pierce County Sheriff Department

County/City Building, First Floor

930 Tacoma Avenue

Tacoma, WA 98402

5. The Pierce County Sheriff Department shall reimburse the partnering agencies within 30 days of receipt of funds from the Department of Commerce..
6. The Pierce County Sheriff Department shall maintain a current complete and accurate records and accounts of all obligations and expenditures of funds under this memorandum of understanding in accordance with generally accepted accounting principles and instructions provided by Department of Commerce to facilitate on-site inspection and auditing of such records and accounts.
7. The Pierce County Sheriff Department shall permit and have readily available for examination and auditing by the Department of Commerce, and any of their duly authorized agents and representatives; and by any Task Force Board Member, any and all records, documents, accounts, invoices, receipts or expenditures relating to this Memorandum of Understanding. The Pierce County Sheriff Department shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of time of three (3) years after termination of this Memorandum of Understanding, whichever is sooner.
8. The Task force will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended and all requirements imposed or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R., Part 42, Subparts C, F, G, H, I.
9. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with funds from the Department of Commerce, Pierce County Sheriff Department will clearly state:
 - a. The percentage of the total cost of the program or project which will be financed by these funds and,
 - b. The dollar amount of these funds for the program or project.

10. The term of this Memorandum of Understanding shall be from the date of signature by representatives of both parties to June 30, 2010. This Memorandum of Understanding may be terminated by either party on 30 days advance written notice. Billings for outstanding obligations must be received within 90 days of the date of termination of this Memorandum of Understanding. Funds expended under this agreement and under the Contract in Attachment A may be submitted for reimbursement to the Pierce County Sheriff's Office up to 30 days after the end of the Memorandum of Understanding.

End of Memorandum of Understanding. Signature page immediately following.

Pierce County Sheriff

Date

Pierce County Prosecutor

Date

King County Prosecutor

Date

City of Redmond


Date

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 27324

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

 11/12/09
Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: King County

Address: _____

Mailing Address: 516 Third Ave W554
Seattle, WA 98110

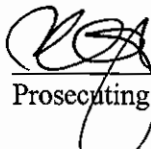
Contact Name: _____

Phone: _____


Fax: _____

PIERCE COUNTY:

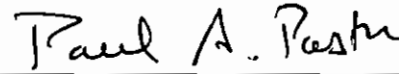
Approved As to Legal Form Only:

 11/8/09
Prosecuting Attorney Date

Recommended:

 12-09
Budget and Finance Date

Approved:

 11-19-09
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date



Department of Commerce

Innovation is in our nature.

Interagency Agreement with

Pierce County Sheriff's Department

through

Community Services Division
Safe and Drug-Free Communities Unit

For

The Greater Puget Sound
Financial Fraud and Identity Theft
(GPS FFIT)
Task Force Program

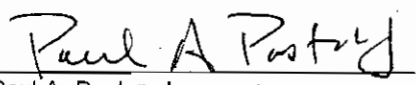
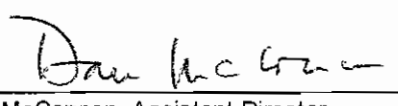
Start date: July 1, 2009

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Received

Washington State Department of Commerce
Community Services Division
Safe and Drug-Free Communities Unit
FINANCIAL FRAUD & IDENTITY THEFT CRIMES TASK FORCE PROGRAM DFC

1. Contractor Pierce County Sheriff's Department 930 Tacoma Avenue Tacoma, WA 98402		2. Contractor Doing Business As (Optional) *	
3. Contractor Representative Julie Williams Contract Services Manager (253) 798-3430 (253) 798-6712 jwilli1@co.pierce.wa.us		4. Commerce Representative Valerie Grigg Devis Program Manager (360) 725-2868 (360) 586-0489 P.O. Box 42525 128 10th Avenue SE Olympia, WA 98504-2525	
5. Agreement Amount \$ 275,955.00	6. Funding Source State Funds	7. Start Date July 1, 2009	8. End Date June 30, 2010
9. Federal Funds (as applicable) <div style="text-align: center;">(not applicable)</div>			
10. Agreement Purpose To provide State funding assistance to regional Task Force efforts to expand law enforcement and prosecution of Financial Fraud and Identity Crimes.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" -Scope of Work and Attachment "B" - Budget.			
FOR THE COUNTY <div style="text-align: center;">  Paul A. Pastor, Jr. <i>CA</i> Pierce County Sheriff 9-22-09 </div> Date:		FOR THE DEPARTMENT of Commerce <div style="text-align: center;">  Dan McConnon, Assistant Director Community Services Division 10/7/09 </div> Date:	
Date:		APPROVED AS TO FORM ONLY <div style="text-align: center;"> Sandra Adix _____ Sandra Adix Assistant Attorney General September 2, 2009 Date: </div>	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AGREEMENT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Agreement.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount specified in Block 5 of this Agreement's Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Agreement reference number S10-34011-001.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

4. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Agreement shall be \$100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Additional Provisions:

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Identification.** The policy must reference COMMERCE's Agreement number and the State agency name.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

3. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE's Risk Manager or the Risk Manager for the state of Washington, before the Agreement is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
4. **Excess Coverage.** By requiring insurance herein, COMMERCE does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to COMMERCE in this Agreement.

Local Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate an/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

5. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "COMMERCE" shall mean the Department of Commerce.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate COMMERCE's audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

B. State Funds Requirements

Contractors expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Agreement number
- Agreement award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

- Department of Commerce
- ATTN: Audit Review and Resolution Office
- 906 Columbia Street SW, Fifth Floor
- PO Box 48300
- Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter

6. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

7. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

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8. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

9. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

10. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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12. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

13. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Ch 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

14. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Agreements with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

15. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

16. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

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17. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, COMMERCE may terminate the Agreement under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

18. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

19. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

20. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

21. TERMINATION FOR CAUSE/SUSPENSION

In the event COMMERCE determines that the Contractor failed to comply with any term or condition of this Agreement, COMMERCE may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow COMMERCE to terminate the Agreement upon written notice to the Contractor.

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"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Contractor did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

22. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

23. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Contractor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;
- C. Assign to COMMERCE all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Agreement deliverables and/or COMMERCE property in the Contractor's possession as directed by COMMERCE.

Upon termination of the Agreement, COMMERCE shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Contractor if COMMERCE later determines that loss or liability will not occur.

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

24. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The PIERCE COUNTY SHERIFF DEPARTMENT (hereinafter referred to as CONTRACTOR) will do all things necessary to operate and maintain the GREATER PUGET SOUND FINANCIAL FRAUD & IDENTITY THEFT (GPS FFIT) TASK FORCE Program for the State Fiscal Year 2010 funded in accordance with this AGREEMENT. CONTRACTOR further agrees to the following conditions:

1. CONTRACTOR shall obtain a letter of support/Memo of Understanding among law enforcement agencies of King and Pierce counties to assist, as resources allow, in the cross-jurisdictional investigations of the Task Force, by October 1, 2009.
2. CONTRACTOR shall focus the investigative efforts of the task force on identifying top offenders engaged in identity theft, financial fraud and related crimes and will aggressively investigate and prosecute them.
3. CONTRACTOR shall provide support and direction for regular meetings of the Task Force, including:
 - a) Task Force Guidelines and Criteria, including Best Practices that support Task Force purpose,
 - b) Identify and adopt Intelligence-led Policing methods relevant to identity theft, financial fraud and related crimes,
 - c) Identify and adopt methods to identify Top Offenders and prioritize Task Force caseload,
 - d) Cross-train Task Force Members on respective processes used by law enforcement agencies and financial institutions related to Task Force work,
 - e) Determine effective methods to enhance interagency law enforcement cooperation throughout the Greater Puget Sound region, and
 - f) Schedule timely preparation and Task Force review of Semi-annual Reports, including contents, measurables and responsible person(s).
4. CONTRACTOR shall utilize a portion of these funds to establish or expand an "analytical data collection center" adequately resourced to provide support to GPSFFIT investigations and prosecutions, including collecting and facilitating communication regarding identity theft, financial fraud and related crimes. The data collection center will, through data collection and analysis, be dedicated to assisting the Task Force and law enforcement in the investigation of identity theft, financial fraud, and related crime. These funds may also be utilized to hire Information Technology consulting support for Task Force purposes.

5. CONTRACTOR shall utilize a portion of these funds to maintain Pierce County's Digital Data Recovery Unit, so the Unit is adequately funded to provide support to GPS FFIT Task Force investigations and prosecutions, including providing necessary labor, equipment, training and/or funding support for digital data recovery and analysis in GPS FFIT Task Force investigations and prosecutions.
6. CONTRACTOR shall increase the use of private sector resources and information available to be used to identify theft and financial fraud. These resources will be used to aid detection, prevention and resolution of these crimes. Measures to be reported will include:
 - a) Identify legal constraints and successful strategies to share investigation-related information among law enforcement and private sector fraud investigators, completed by April 1, 2010,
 - b) The development of a "go to" persons list for law enforcement, prosecutor's offices and financial institutions in King and Pierce County, together with procedures to maintain and distribute this list on an on-going basis, completed by October 1, 2009,
 - c) Preparation of a cover letter notification for all financial institutions and law enforcement agencies with information about the Task Force, completed by October 1, 2009, and
 - d) Attendance, including names and meeting minutes, at regular Task Force meetings and Task Force Board meetings.
7. CONTRACTOR shall participate, if requested by COMMERCE, in Task Force Peer Review during the contract year, and will correct any critical deficiencies identified by the Review Team.
8. CONTRACTOR shall provide investigative assistance to non-state funded agencies in or adjacent to the Task Force service area when adequate resources are available and when agreed upon by the Task Force Executive Board, provided the requesting agencies have specifically identified targets, adequate supporting intelligence, and some level of resources to commit to such investigations; and further, provided that there is a nexus to the mission of the Task Force; and, further, provided such assistance does not distract the Task Force from its primary mission and goals.
9. CONTRACTOR shall submit to COMMERCE semi-annual performance measures reports and an annual summary report of its programmatic activities. The first report will be submitted on or before October 1, 2009, the second on or before April 1, 2010. Each covering the preceding six months of activity. The reports will include measurable outcomes related to:

- a) The purpose and the conduct of the Task Force, including adoption status of Guidelines, Criteria, Best Practices and Intelligence-led Policing methods that support Task Force purpose; adoption status of methods to identify Top Offenders and prioritize Task Force caseload; cross-training of Task Force Members on respective processes used by law enforcement agencies and financial institutions related to Task Force work and other relevant trainings; and status of implementation of interagency law enforcement cooperation throughout the Greater Puget Sound region,
 - b) Increasing the use of private sector resources and information available to be used to identify theft and financial fraud (see item 6 above),
 - c) Utilization and effectiveness of the Analytical Data Collection Center and Digital Data Forensics lab in response to GPSFFIT Task Force cases, including the percentage of Unit workload dedicated to FFIT Task Force cases,
 - d) For GPSFFIT adopted cases: number of arrests, counts charged; conviction and/or resolution data, including court ordered incarceration and restitution data; Time for completion of case; Total cases resolved; and Trial statistics.
 - e) Use of private sector resources and information to enhance the investigation and prosecution of task force adopted cases
10. CONTRACTOR and its subcontractors must obligate and spend SFY 2010 FFIT funds and local match funds within the period of performance beginning on July 1, 2009 and ending on June 30, 2010. Any portion of the funding amount that remains unobligated or unexpended at the end of this period must be de-obligated by COMMERCE within 30 days of the end of this agreement. Only funds obligated and expended during the period of performance will be considered as expenses to be reimbursed to the CONTRACTOR.
11. All documents submitted by the CONTRACTOR in response to this SFY 2010 program solicitation are incorporated into this Agreement by reference.

Budget

The budget for this contract is as follows:

Category of Expense	Task Force General	Prosecution	Investigators	TOTAL AWARD
City of Redmond Salary & Benefits			\$ 60,686.00	\$ 60,686.00
King Co Salary & Benefits		\$43,502.00		\$ 43,502
Pierce Co Salary & Benefits			\$ 114,140.00	\$ 114,140
King Co Goods & Services	\$ 4,411.00			\$ 4,411.00
King Co Equipment	\$ 5,000.00		\$ 10,000.00	\$ 15,000.00
Pierce Co Lab Equip & Examiner			\$ 4,837.50	\$ 4,837.50
King Co Travel & Training	\$ 4,000.00			\$ 4,000.00
King Co Prosecution Expenses	\$10,378.50			\$ 10,378.50
Pierce Co Investigation Expenses			\$ 19,000.00	\$ 19,000.00
TOTAL:	\$23,789.50	\$43,502.00	\$ 208,663.50	\$ 275,955

The CONTRACTOR may shift up to \$5,000 of the total funds governed by this contract between categories of expense, provided that the shift not constitute a significant change of scope to the work performed.

JOINT TERRORISM TASK FORCE
MEMORANDUM OF UNDERSTANDING (MOU)

PREAMBLE

This MOU is entered into by the Federal Bureau of Investigation (FBI) and the Pierce County Sheriff's Department (PCSD) and outlines a cooperative effort to combat terrorism. The authority for the FBI to enter into this agreement is contained in 28 U.S.C. § 533; 42 U.S.C. § 3771; and 28 C.F.R. § 0.85.

ARTICLE ONE:

Authority

The authority for entering into this MOU can be found at 28 U.S.C. § 533; 42 U.S.C. § 3771; and 28 C.F.R. § 0.85.

Purpose of MOU

This MOU establishes and delineates the mission and structure of the Puget Sound Joint Terrorism Task Force (JTTF) in addressing the complex problem of terrorism affecting the Puget Sound Area.

The purpose of this MOU is to set out a common understanding of the policies and procedures that the PCSD and the FBI will follow in providing law enforcement service to the citizens of Washington State and the United States of America.

ARTICLE TWO:

MISSION OF THE JTTF

The JTTF will investigate terrorist organizations planning or carrying out terrorist acts occurring in or affecting the State of Washington and will apprehend individuals committing such violations. The organizations to be investigated will be specifically identified and agreed upon beforehand by JTTF member agencies. All parties agree to abide by the United States Attorney General's Guidelines on General Crimes, Racketeering Enterprise and Terrorism Enterprise Investigations (AG Guidelines), and the Attorney General Guidelines for FBI Foreign Intelligence Collection and Foreign Counterintelligence Investigations as they pertain to International Terrorism matters. In addition, it is understood that personnel of the PCSD shall be required to utilize only those investigative techniques consistent with their given standards and procedures.

ARTICLE THREE:**ORGANIZATIONAL STRUCTURE AND MANAGEMENT OF THE TASK FORCE****A. MEMBERS**

The JTTF shall consist of a combined body of investigators from each participating agency.

B. IDENTIFICATION OF OBJECTIVES

The Special Agent in Charge (SAC) of the FBI and the Sheriff of the PCSD, or their designees, shall identify, agree upon, and articulate specific organizations and investigative objectives or matters assigned to the JTTF.

C. DIRECTION OF JTTF AND RESOURCE CONTROL

Responsibility for the overall policy and direction of the JTTF shall rest with an Assistant Special Agent in Charge (ASAC) of the FBI, who will closely coordinate with the Sheriff of the PCSD or their designees, on matters of mutual concern relating to such policy and direction, thus ensuring the absence of conflict.

Specific control over their JTTF resources and the continued dedication of these resources to the JTTF shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

D. SUPERVISION OF JTTF

Day-to-day supervision for matters assigned to the JTTF shall be the responsibility of the designated FBI Supervisory Special Agent (SSA) in conjunction with the designated supervisory personnel of the PCSD. Responsibility for the conduct of the JTTF members shall remain with the respective agency heads. All JTTF personnel will keep their respective superiors completely informed of pertinent developments.

Each PCSD member who is a JTTF participant will be subject to the personnel rules, regulations, laws and policies applicable to those of their respective agencies. FBI participants will continue to adhere to the Bureau's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice.

E. PHYSICAL LOCATION AND SUPPORT

Subject to availability, the FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation and technical support for the JTTF.

F. COMMITMENT OF PERSONNEL

The FBI will assign two Special Agents. The PCSD will assign one detective.

All members of the JTTF will be assigned full-time to the JTTF. Continued assignment of members will be made at the discretion of their respective agencies consistent with FBI and PCSD guidelines.

ARTICLE FOUR:

VEHICLES

The PCSD agrees to provide their task force member with a vehicle. The purpose of this vehicle is for surveillance, case management and investigation in connection with any JTTF investigation.

In furtherance of the mission of the JTTF and in compliance with existing FBI policy for operation of U.S. Government vehicles, the FBI hereby agrees and authorizes members of the PCSD participating in the JTTF to operate vehicles owned or leased by the FBI. The PCSD agrees to operate the vehicles in accordance with all applicable FBI rules and regulations.

The PCSD agrees to be responsible for tortious acts or omissions on the part of the PCSD or their employees, and for any liability resulting from use of PCSD owned or leased vehicles, or FBI owned or leased vehicles utilized by the PCSD Task Force member, and for any damage to said vehicles as a result of any action or omission on the part of the PCSD or their employees, as more fully discussed in Article Thirteen - Liability, below.

ARTICLE FIVE:

RECORDS AND REPORTS

All JTTF investigative records will be maintained at the Seattle Division of the FBI. Investigative reports will be prepared on FBI forms. Decisions for placement of all or part of said investigative records into PCSD files or data bases shall rest with supervisory personnel of the FBI and the PCSD in compliance with applicable standards and procedures governing the respective parties. Classified information shall not be placed

in PCSD files.

ARTICLE SIX:

SECURITY CLEARANCE/DEPUTATION

Due to various United States, Department of Justice and FBI regulations and laws regarding classified information, prospective members of the JTTF who do not possess Top Secret clearances previously granted by the FBI/DOJ will be subjected to full background investigation(s) with assignment contingent upon receipt of appropriate security clearances(s). All non-FBI personnel will be federally deputized as Special Deputy United States Marshals. Security clearances will be granted for any applicable and relevant PCSD managers or Supervisors up to, and including, the PCSD Sheriff. Investigative restrictions imposed by the PCSD shall not be voided by deputation of their respective personnel. All members of the JTTF shall agree not to disclose any classified or sensitive information to non JTTF members without the express permission of the FBI and shall agree to execute any applicable non-disclosure agreements, as may be necessary or required by the FBI.

ARTICLE SEVEN:

INVESTIGATIVE EXCLUSIVITY

It is agreed that matters designated to be handled by the JTTF will not knowingly be subject to non-JTTF law enforcement efforts. Recognizing the amount of specialized entities within each member agency, it is incumbent upon each agency to make proper internal notification regarding JTTF existence, including its areas of concern. All information developed by the individual member agency, in the course of investigations prior to the JTTF, will be referred to the JTTF for review and coordination, with approval of the command staff of each member agency. The non-specialized entities of each member agency handle a myriad of different law violations; therefore, JTTF members should make an effort to keep abreast of law enforcement developments within their respective agencies, to ensure information involving JTTF members is referred to the JTTF.

It is also agreed there shall be no unilateral action taken on the part of any participating agency relating to JTTF investigations. All law enforcement actions will be coordinated and cooperatively carried out.

ARTICLE EIGHT:

SALARY/COMPENSATION

Salaries of JTTF members will be paid by their respective agencies. Overtime incurred in the performance of JTTF responsibilities, when allowable under federal law and to the extent that federal funding is available for such purposes, will be reimbursed by the FBI so long as a separate overtime agreement is executed between the parties. Otherwise, overtime shall be compensated in accordance with applicable agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

The FBI shall report to the PCSD supervisor all payments made to PCSD members including, but not limited to, overtime.

ARTICLE NINE:

PROSECUTION

JTTF investigations will conform to the requirements of federal prosecution rules and regulations and will generally be prosecuted in federal courts. It is recognized, however, that specific circumstances may, on a case-by-case basis, indicate that prosecution should be in a state court. The criteria for making such decisions will focus upon achieving the greatest overall benefit to law enforcement and the public, and effecting the greatest impact on terrorism.

ARTICLE TEN:

FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

A. INFORMANTS/EXPENSES

The JTTF will abide by the United States Attorney General's Guidelines on the Use of Informants. To the extent that PCSD standards and procedures impose any greater restrictions upon the use of their informants and cooperating witnesses, such personnel

shall be bound by those restrictions. Subject to appropriate FBI approvals, the FBI agrees to pay any reasonable and necessary expenses incurred by the JTTF. The PCSD agrees that prior to incurring such expenses, it will consult with the FBI's designated representative to ensure anticipated expenses will be in furtherance of JTTF goals and objectives.

ARTICLE ELEVEN:

FORFEITURE

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and the Department of Justice (DOJ). Forfeitures attributable to JTTF investigations may be distributed among the agencies participating in JTTF-related operations.

ARTICLE TWELVE:

MEDIA

No individual members or member agencies of the JTTF will discuss or otherwise reveal information relating to JTTF investigations, or other FBI related investigations known to them, to any media representatives. All media releases on JTTF matters will be mutually agreed upon and coordinated jointly.

ARTICLE THIRTEEN:

LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representations by the United States is determined by the Department of Justice (DOJ) on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal or state law enforcement officer or employee.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his/her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. Section 1346(b), and Sections 2671 - 2680.

For the limited purpose of defending claims arising out of

JTTF activity, state officers who have been specifically deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an "employee" of the United States government as defined in 28 U.S.C. Section 2671. See 5 U.S.C. Section 3374(c) (2).

Under the Federal Employees Liability Reform and Tort Compensation, Act of 1998 (commonly known as the Westfall Act), 28 U.S.C., Section 2679(b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident giving rise to the suit. id., 28 U.S.C. Section 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. Section 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.

If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. Section 2679(d)(3).

Liability for any negligent or willful acts of JTTF members, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. Section 1983 for state officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).

JTTF officers may request representation by the U. S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R. Sections 50.15, 50.16.

An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General, or his/her designee, determines that

providing representation would otherwise be in the interest of the United States." 28 C.F.R. Section 50.15(a).

A JTTF officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the task force. The CDC will then forward the representation request to the FBI's office of General Counsel (OGC) together with a letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. Section 50.15 (a)(3).

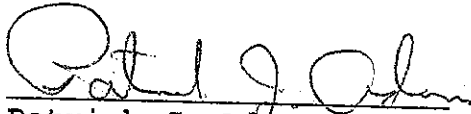
If a JTTF officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgement rendered against the employee in his/her individual capacity. 28 C.F.R. Section 50.15 (c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. Section 50.15(a).

ARTICLE FOURTEEN:

DURATION OF THE TASK FORCE


The term of this MOU shall be for the duration of the JTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon the written mutual consent of the agency involved. An agency retains the right to terminate its participation by giving 30 days written notice of its intent to terminate. Upon the termination of the JTTF's operations and the MOU, all equipment will be returned to the supplying agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agency/agencies will return to a withdrawing agency any unexpended equipment the withdrawing agency may have supplied during any JTTF participation.

Any modification of this MOU will be effected with the written mutual consent of the agencies involved.

SIGNATORIES:

Patrick J. Adams
Special Agent in Charge
Federal Bureau of Investigation
Seattle, Washington

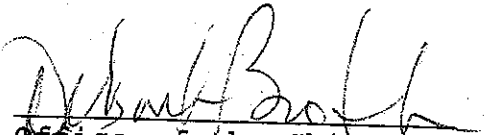
4/12/04
Date



Paul Pastor *CA*
Sheriff
Pierce County Sheriff's Department

Date

4/21/04



Office of the Chief Contracting Officer
Federal Bureau of Investigation
Washington, D.C.

3/23/04
Date

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 35859

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:See MOU

Contractor Signature _____

Date _____

Special Agent in Charge _____

Title of Signatory Authorized by Firm Bylaws _____

Name: Federal Bureau of Investigation

UBI No. _____

Address: _____

1110 3rd AveSeattle, WA 98101

Mailing _____

Address: _____

Same as above

Contact Name: _____

David Rubincam

Phone: _____

206-262-2368

Fax: _____

206-262-2388**PIERCE COUNTY:**

Reviewed: _____

Prosecuting Attorney (as to form only) _____

6/17/04
Date

Budget and Finance _____

7-26
Date

Approved: _____

Department Director
(less than \$250,000) CAJuly 04
Date

County Executive (over \$250,000) _____

Date _____

CONTRACTOR-Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.**SOLE PROPRIETOR:**

Business Owner's Name _____

Business Owner's Social Security Number _____

DBA/Business or Trade Name (if applicable) _____

PARTNERSHIP:

Name of Partnership _____

Partnership's Employer Identification Number _____

CORPORATION:

Name of Corporation _____

Corporation's Employer Identification Number _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PIERCE COUNTY SHERIFF
AND LAW ENFORCEMENT SUPPORT AGENCY**

This Memorandum of Understanding is entered this 16 day of June, 2010, between the Pierce County Sheriff and Law Enforcement Support Agency to commemorate contracting for the services of Pierce County Sheriff's Department Detective Sergeant Tony Berger to LESA as the LARIAT Program Coordinator for purposes of implementing the LARIAT Grant Project during the authorized grant period and in consideration of the mutual benefits described herein for an amount up to \$275,000.

WHEREAS, if links are made during the "golden hour" when a crime is still fresh, these critical connections will empower responding officers with the information they need to make immediate arrests before the violent criminal can strike again, and will enable potential victim individuals, neighborhoods and businesses to not only alert police officers more quickly to save lives and property, but also provide additional reliable and detailed information that will increase successful prosecutions of violent criminals, and,

WHEREAS, the Department of Justice awarded its second largest 2009 American Recovery and Reinvestment Act/Edward Byrne Memorial competitive grant to LESA for \$3,299,561 for the LARIAT pilot program to assist law enforcement efforts in reducing violent crime and increasing violent crime arrests through data-driven analysis and intervention, as well as community-based technology-assisted intervention; and

WHEREAS, the grant does not require the positions be maintained at the expiration of the grant, and provides funding during the authorized grant period; and

WHEREAS, the LESA Executive Board accepted the LARIAT grant by Resolution No. 739 and created the position of LARIAT Program Coordinator by Resolution No. 742, and

WHEREAS, day-to-day operations of LARIAT center will be overseen by the LARIAT Program Coordinator, and

WHEREAS, the position of LARIAT Program Coordinator will report directly to the LESA Deputy Director,

Now, Therefore,

The LARIAT Program Coordinator will be loaned by the Pierce County Sheriff to the Law Enforcement Support Agency during this interim period; towit, the life of the LARIAT grant project.

The Pierce County Sheriff consents to loaning its employee, Pierce County Detective Sergeant Tony Berger, to the Law Enforcement Support Agency during this interim

period during which time Det. Sgt. Berger will remain a general employee of the Pierce County Sheriff and shall become a special full-time employee of the Law Enforcement Support Agency acting in the capacity of the LARIAT Program Coordinator, the duties of which are described in the document attached hereto as Exhibit A. Det. Sgt. Berger will commence full time on or about July 12, 2010.

The Law Enforcement Support Agency shall retain the exclusive right, at its pleasure, to relieve the LARIAT Program Coordinator of his duties as LARIAT Program Coordinator whereupon Det. Sgt. Berger shall return to his general duties for the Pierce County Sheriff.

The Law Enforcement Support Agency shall reimburse the Pierce County Sheriff's Department for the actual cost of Pierce County Detective Sergeant Tony Berger's wages, benefits, cell phone, and pager during this interim period. LESA will reimburse for actual salary and benefits including any adjustments that may be negotiated during the life of this agreement through collective bargaining between Pierce County Sheriff and applicable collective bargaining. (2010 salary and benefit costs are \$60.94 per hour in 2010 and \$62.97 per hour is anticipated for 2011 for the following: salary, FICA, retirement, worker's comp, medical, dental, life, and Premium pay equal to Resident Sergeant Pay). It is understood that these are all the costs for which Law Enforcement Support Agency is responsible to reimburse the Pierce County Sheriff's Department. LESA will not pay overtime (which is calculated at 150% of the employee's salary, including premiums) for the LARIAT Program Coordinator position except under extraordinary circumstances directly related to the LARIAT grant, and which is for an activity directed by LESA. Additionally, LESA will furnish a computer, workspace and normal office supplies to the LARIAT Program Coordinator.

It is acknowledged between the parties that a major disaster could potentially require the LARIAT Program Coordinator to be recalled into the PCSD Field Force, but both agencies acknowledge that the LARIAT program is being established to help manage major events/incidents/disasters and that any such recall will be only as a last resort.

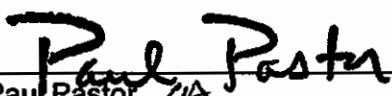
The County shall defend, indemnify, and save harmless LESA, its officers, employees, and agents from any and all costs, claims, judgments, or awards or damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for or in any way release LESA from any liability or responsibility which arises in whole or in part from the existence or effect of rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such LESA rule, regulation, resolution, custom, policy or practice is at issue, LESA shall defend the same at its sole expense, and if judgment is entered or damages are awarded against LESA, the County, or both, LESA shall satisfy the same, including all chargeable costs and attorney's service charges.

LESA shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omission of LESA, its officers, employees or agents associated with this Agreement. In executing this Agreement, LESA does not assume liability or responsibility for or in way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinance, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the County, LESA, or both, the County shall satisfy the same, including all chargeable costs and attorney's service charges.

LESA:


Director

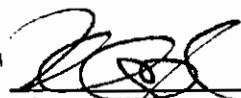
PIERCE COUNTY SHERIFF:


Paul Pastor *CHS*

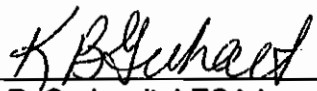
Approved as to budget:


Assistant Director Kelly Bochenski

Approved as to legal form:


Craig Adams, PCSD Legal Advisor
Deputy Prosecutor

Approved as to legal form:


K. B. Gerhardt, LESA Legal Advisor
Deputy City Attorney

Pierce County DUNS #: 07-185-0887

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 18023IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of Aug, 2010.**CONTRACTOR:**See Agreement

Contractor Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: Law Enforcement Support AgencyLARIAT Program

Address:

Mailing

Address:

Contact Name:

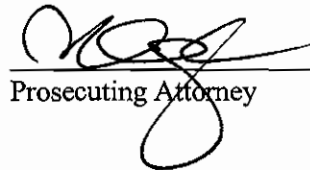
Mike Carson

Phone:

Fax:

PIERCE COUNTY:

Approved As to Legal Form Only:

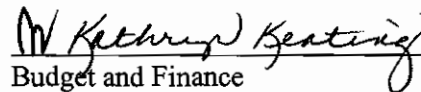


Prosecuting Attorney

6-29-10

Date

Recommended:



Budget and Finance

7/30/10

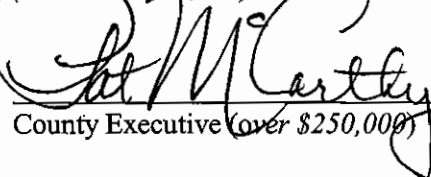
Date

Approved:

Department Director

7-1-10

Date

(less than \$250,000)County Executive (over \$250,000)8/6/10

Date

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, **December 1, 2012** is made between **Pierce County Sheriff's Department** ("County") and **LeadsOnline LLC** ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains at its web site a confidential investigations system accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes.

County desires to utilize the electronic system to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

I.

DEFINITIONS

- 1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of County.
- 1.2 **"Data"** includes but is not limited to the ticket number, item number, make, model, property description and serial number of merchandise sold to a Dealer or used as loan collateral by a Secondhand Dealer, and other non-public personal information pertaining to any customer(s) involved in the aforementioned transactions (including for example, customers' names, addresses, identification numbers and any images collected by Dealer during course of a transaction).
- 1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement.
- 1.4 **"Secondhand Dealer"** means any person or entity that purchases pre-owned personal property other than Scrap Metal and/or uses personal property as loan collateral and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.5 **"Scrap Metal Dealer"** means any person or entity that purchases ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.6 **"Scrap Metal"** includes materials purchased by Scrap Metal Dealers including but not limited to iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, catalytic converters.

- 1.7 **"Dealer"** means Secondhand Dealer and/or Scrap Metal Dealer as specified in Attachment "A". If either Secondhand Dealer or Scrap Metal Dealer is not specified in Attachment "A", only the specified Dealer type will apply.

II.

APPOINTMENT

- 2.1 Subject to the terms of this Agreement, County hereby appoints Leads as its agent, as such term is utilized in the Gramm-Leach-Bliley Act of 1999 (the "GLBA"), for the sole purpose of collecting, maintaining and disseminating Data from Dealers. This agency appointment is effective as of the registration date of County's initial user.

III.

AGREEMENTS AND RESPONSIBILITIES OF COUNTY

- 3.1 County agrees that County's use of the Data displayed at Leads' web site will be for the purpose of identifying stolen merchandise and/or persons suspected of involvement in crimes.
- 3.2 County agrees to not divulge Data or information obtained through County's access to Leads' web site to anyone other than Authorized Officials and persons with County's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA. Nothing in this Agreement shall prevent County from using or divulging Data as County deems necessary during the normal course of County's investigations and prosecutions.
- 3.3 County agrees to not access information from Leads' web site for purposes of gathering information from outside of County's jurisdiction for any third party, including private parties and other law enforcement agencies.
- 3.4 County agrees that passwords provided by Leads to County enabling County to utilize Leads' web site will be made known only to Authorized Officials of County and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic system at Leads' web site. County will notify Leads when Authorized Officials leave the agency, change duties, or are otherwise no longer authorized to access Leads' investigations system.
- 3.5 County agrees not to use the Data or information displayed at Leads' web site for any unlawful purpose, or in any manner, which may create liability for Leads or Dealers. County agrees its use of the Data or information contained at Leads' web site will not be other than as permitted by law or the rights duly granted to County in carrying out County's official duties.
- 3.6 County agrees to act in accordance with local laws and procedures when confiscating an item found in a business outside of County's jurisdiction.

- 3.7 County agrees to submit accurate information, including but not limited to valid identity of Authorized Officials establishing accounts to access the system and County case numbers for specific items and/or suspects in conducting any search or use of Leads' web site.
- 3.8 County agrees to change its password(s) every 90 days.
- 3.9 County is responsible for ensuring that County's hardware can connect to Leads' website via the Internet.
- 3.10 County is responsible for ensuring compliance among businesses in County's jurisdiction. County agrees to not discourage Dealers from furnishing Data to Leads.

IV.

AGREEMENTS AND RESPONSIBILITIES OF LEADS

- 4.1 Leads agrees to operate and maintain an electronic investigations system at its web site for the purpose of receiving and disseminating Data from Dealers for the use of Law Enforcement Agencies.
- 4.2 Leads agrees to provide system capabilities in accordance with Attachment "A" attached to this Agreement which by this reference is incorporated herein.
- 4.3 Leads agrees to implement commercially reasonable efforts to perform, as well as developments and modifications to Leads' web site and on Leads' infrastructure in a manner that is not disruptive to County.
- 4.4 Leads agrees to facilitate County's access to the Data by passwords and user names selected by County within reasonable parameters established by Leads.
- 4.5 Leads agrees to provide County with secure access to a report detailing the usage of Leads' web site by Authorized Officials.
- 4.6 Leads' client support and training is available to County at no additional cost when performed by telephone or email between the hours of 7:30 AM and 5:30 PM Central Time. County may request Leads to travel to County's location for specialized training and support. Special services including after-hours support and on-site training may be provided upon mutual agreement, and may include rates for time, materials, travel, and miscellaneous expenses as agreed upon by the parties.

V.

CONDITIONS FOR COUNTY'S ACCESS AND USE OF LEADS' WEB SITE

- 5.1 By entering into this Agreement, County represents it is a Law Enforcement Agency as that term is defined in Section I. County's appointment of Leads as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of County, as is contemplated by the GLBA.

- 5.2 Leads may modify or upgrade any aspect(s) of Leads' web site at any time without notice to County.
- 5.3 All Data is provided solely by Dealers using Dealers' proprietary operational software according to the laws and practices enforced in Dealer's jurisdiction. Therefore, Leads cannot and does not represent or endorse the completeness, accuracy or reliability of the Data displayed through Leads' web site, nor the functionality of Dealer's operational software. County acknowledges that any reliance by County or any Law Enforcement Agency upon any Data or other information displayed or distributed through Leads' web site shall be at County's sole risk.
- 5.4 Leads reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Leads' sole discretion is inaccurate, incomplete or is in violation of local, state and/or federal law.

VI. TERM

- 6.1 This Agreement will become effective as of the date first set forth above and remain in effect through 11/30/2013 or until termination by Leads or County as described below. County will pay subscription fees according to the schedule set forth in Attachment B which by this reference is incorporated herein.
- 6.2 This Agreement may be renewed for successive additional one-year terms upon mutual agreement of the parties prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, County agrees to pay Leads an annual subscription fee for the renewal period within 30 days of invoice.
- 6.3 County may immediately and without notice, terminate this Agreement, at County's sole option, if Leads fails to perform any material obligation required of Leads under this Agreement; or violates any laws, rules or regulations. If termination occurs under this paragraph, Leads shall remit to County on a pro-rated basis that portion of the annual subscription fee paid by County from the date Leads commits any breach described above until the end of the applicable service period.
- 6.4 County may terminate this Agreement by providing 60 days notice to Leads prior to the next applicable service period if funding to make the next scheduled payment is not appropriated to the County for this Agreement.
- 6.5 Leads may immediately and without notice, terminate this Agreement for cause, at Leads' sole option, if County: (a) fails to pay any annual subscription fee owed to Leads within 30 days of invoice; (b) fails to perform any material obligation required of County under this Agreement; (c) violates any laws, rules or regulations.
- 6.6 Leads may immediately and without notice terminate this agreement if in Leads' sole discretion, Leads determines that providing County with access to Leads' system creates liability for Leads. If termination occurs under this paragraph, Leads shall remit to County on

a pro-rated basis that portion of the annual subscription fee paid by County from the date of termination until the end of the applicable service period.

VII.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LEADS' WEB SITE AND LEADS' SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. LEADS' WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN LEADS' WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LEADS' WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEADS SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF LEADS' WEB SITE BY COUNTY, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

VIII.

INDEMNIFICATION

- 8.1 Leads shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of County's employees arising out of or related to County's use of Leads' web site.

County shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Leads' employees arising out of or related to operation or use of Leads' website. If both Leads and County are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Leads and County under this Agreement, Leads and County shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

Leads shall indemnify, hold harmless, protect and defend County and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the

Data or any other breach of this Agreement by County, Leads' liability under this paragraph 8.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by County.

IX.

COPYRIGHT/REVERSE ENGINEERING/RECORDS REQUESTS

- 9.1 Leads' web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Leads' web site are only for the purpose described herein. All materials contained on Leads' web site are protected by copyright, and are owned or controlled by Leads or the party credited as the Leads of the content. County will abide by any additional copyright notices, information, or restrictions contained in any content on Leads' web site.
- 9.2 County agrees not to decompile or otherwise copy or use the Leads' web site for purposes of reverse engineering or reconstruction, and will not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any materials it obtains from Leads or Leads' system.
- 9.3 If Leads receives a request for records from parties other than Law Enforcement Agencies, courts, or other official sources regarding County personnel or Data from County's jurisdiction, Leads will refer the request to County. If any third party requests County to provide information involving Leads' materials or Data that has not been accessed by County, County will notify Leads of such request and will make reasonable efforts to limit disclosure to that which is specifically required by law to be disclosed. Upon request by County, Leads will produce reports to assist County in complying with open records requests related to activity and account history of its Authorized Officials. Leads will make commercially reasonable efforts to produce documents within 30 days of such request.

X.

MISCELLANEOUS

- 10.1 Leads may assign or delegate all or part of Leads' rights or duties under this Agreement without notice to County. County may not make any assignment of this Agreement without Leads' prior written consent, which will not be unreasonably withheld.
- 10.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to County.
- 10.3 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this

Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are COUNTY and Leads.

- 10.5** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.
- 10.6** This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.
- 10.7** In the event County submits any work order, purchase order, performance or delivery request or the like (the "Initiation Document"), any term or provisions contained therein which purports to modify or enlarge the obligations or liabilities of Leads shall not be effective without the express written consent thereto by Leads. The mere acceptance by Leads of an Initiation Document and/or Leads' performance or delivery of goods and services thereunder shall not constitute or imply its consent to the modification or enlargement of its obligations and liabilities under this Agreement.

LEADS

LeadsOnline LLC

Signature: _____

Print Name: David K. Finley

Title: President & CEO

Date: _____

Address: 6900 Dallas Parkway, Suite 825

Plano, Texas 75024

Federal Tax I.D. # 42-1720332

COUNTY

Pierce County Sheriff's Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Address: 930 Tacoma Ave S

Tacoma, WA 98402

AGENCY AGREEMENT – Attachment 'A'

TOTALTRACK SERVICE PACKAGE INCLUDES:

- Online reporting system for all Secondhand Dealers
- Accounts for an unlimited number of Authorized Officials
- Images of property, sellers, vehicles, thumbprints and signatures as provided by reporting businesses
- System updates, training and support for Authorized Officials and Secondhand Dealer personnel
- Store monitor compliance tools
- 3 years history plus current year (Free archive retrieval for cold cases)
- Report It citizen property inventory system
- NCIC automated stolen property reports
- Nationwide search access to transaction Data from Secondhand Dealers
- Hit alerts to mobile phones
- BOLO (continuous, saved) searches (220)
- eBay First Responder Service
- POI Inter-agency communication system (1,000 entries)

AGENCY AGREEMENT – Attachment 'B'

SUBSCRIPTION FEE SCHEDULE

Full twelve (12) month
service period:

TOTALTRACK SERVICE PACKAGE

\$11,588

OTHER TERMS

Payment Terms: 50% of payment is due upon execution of this Agreement and the remaining 50% will be due within the first six (6) months of the service period, which will be on or before May 30, 2013.

Contract #

90640

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2011____.

CONTRACTOR:

See agreement

Contractor Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: Leads Online

Address:

Mailing
Address:

Contact Name:

Phone:

Fax:

PIERCE COUNTY:

Approved As to Legal Form Only:

Mike Sammelfeld

Prosecuting Attorney

12/10/2012

Date

Recommended:

Gary Robinson

Budget and Finance

12/27/12

Date

Approved:

Paul A. PastorDepartment Director
(less than \$250,000)12-11-12

Date

County Executive (over \$250,000)

Date

**PIERCE COUNTY SHERIFF'S DEPARTMENT AND
PENINSULA SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER
AGREEMENT**


THIS AGREEMENT is made by and between the Pierce County Sheriff's Department, hereinafter referred to as "County", and the Peninsula School District, hereinafter referred to as "Contractor".

RECITALS:

- A. The Contractor wishes to contract with the County for the services of one (1) School Resource Officer (SRO)
- B. Pierce County will render such services according to the terms and conditions hereinafter set forth.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The County agrees to provide the Contractor with the services of one (1) SRO. The services provided by a SRO are described in Addendum A, attached. The SRO will remain employees of the County.
- 2. The delivery of such service, the standards of performance, the discipline of officers, the control of County personnel, and other matters incidental to the performance of such services shall remain under the control of the County. In the event of a dispute between the parties as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such service, the determination thereof made by the County shall be final and conclusive; provided, however, that the Contractor may terminate the agreement in the event that it is dissatisfied with the County's determination.
- 3. To perform said services the County shall furnish and supply all labor, supervision, equipment, and supplies.
- 4. The contractor shall not assume any liability for the direct payment of any salaries, wages, or other compensation to a SRO performing the service provided hereunder. The County shall be responsible for any cost of overtime as authorized by the chain of command of the SRO. The Contractor shall be responsible for any overtime or off-duty employment cost; and any authorized overtime, as authorized by the Contractor will be billed by the County to the Contractor at the actual cost of overtime. Off-duty employment agreements shall be between the Contractor and SRO. Except as otherwise specified herein, the Contractor shall not be liable for compensation for wages or indemnity to any County employee for injury or sickness arising out of his/her employment of this contract.
- 5. Unless sooner terminated as provided for herein, this agreement shall be effective September 1, 2012 to June 30, 2013. At the option of the County and the Contractor, this agreement may be renewed.

- 
6. The Contractor ~~will~~ reimburse the County for the services of one (1) SRO, as provided by ~~this~~ contract, for the duration of the contract in the amount of \$95,440 (~~\$95,440~~ per month), to be billed in ten monthly installments. The Contractor acknowledges that the cost of each SRO, as set forth above, is based on the actual cost of the SRO to the County.
 7. The County shall invoice said Contractor by the 10th of each month for the SRO services provided for the previous month. The Contractor shall pay County therefore within thirty (30) days after receipt of said invoice.
 8. The SRO will not be assigned to duties other than required Departmental training on days when school is in session. If such assignments are unavoidable, the County agrees to reimburse the Contractor, at the SRO's per diem rate, for the time missed.
 9. As part of its compliance with all applicable laws and regulations relating to employee hiring, the parties agree that the County Civil Service Rules which prohibit discrimination on the basis on non-merit factors, shall for purpose of this contract, be read and understood by the Contractor. Furthermore, this agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the County of Pierce.
 10. Either party may, in writing, request changes in the Agreement. Any and all agreed modifications should be in writing, signed by each of the parties, and affixed to this contract.
 11. The County or the Contractor may terminate the contract in whole or in part whenever the County or the Contractor determines, in its sole discretion, that such termination is in the best interests of the County or the Contractor. An equitable adjustment in the contract price will be made so that the Contractor pays only for those days of service actually provided. Termination of this contract by the County or Contractor at any time during their term, whether for default or convenience, shall not constitute a breach of contract by the County or Contractor. The Contractor agrees to give the County 30 days notice if it intends to terminate this contract.
 12. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, in Pierce County or in a county adjacent to Pierce County. This agreement shall be governed by the law of the State of Washington.
 13. Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County or Contractor at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
 14. Laws involving confidentiality govern both the Contractor and the County. Both the Contractor and the County agree that its employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Buckley Act governs the Contractor and the County understands that this act and other state and federal laws will restrict the issuance of certain information to the County. The Contractor likewise understands that certain intelligence information is to

remain confidential and in the sole control of the County. Each agency agrees to respect the requirement imposed on the other and in the event of any judicial action being taken, to promptly notify the other of any attempt to seek disclosure of information.

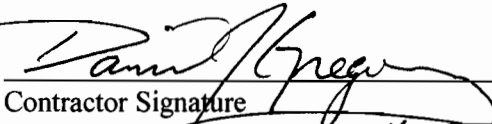
15. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there-from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Sub-contractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
16. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Pierce County Sheriff, 930 Tacoma Avenue South, Tacoma, Washington 98402. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
17. Except as set forth elsewhere in the agreement, for all purposes under this agreement, except service of process, notice shall be given by the County to the Superintendent of Schools, Peninsula School District, 14015 62nd Ave. NW, Gig Harbor, WA, 98332. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
18. If any term or condition of this contract or the application thereof to any persons(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given without the invalid term, condition, or application. The terms and conditions of this contract are declared severable.
19. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
20. This written contract represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

End of agreement: Signature page immediately following.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE
SCHOOL RESOURCE OFFICER – PENINSULA SCHOOL DIST.
Contract No. _____**

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2012.

CONTRACTOR:

 8/16/12
Contractor Signature Date
K-12
Academic Officer, Education Programs
Title of Signatory Authorized by Firm Bylaws

Name: Daniel J. Gregory

UBI No. _____

Address: 14015 62nd Ave NW
Gig Harbor, 98332

Mailing Address: 14015 62nd Ave NW
Gig Harbor, 98332

Contact Name: Daniel J. Gregory

Phone: 253 530-1009

Fax: 253 530-1010

PIERCE COUNTY:


Approved As to Legal Form Only:

 10/22/12
Prosecuting Attorney Date

Recommended:

 10/22/12
Budget and Finance Date

Approved:

 10-22-12
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

**PIERCE COUNTY SHERIFF'S DEPARTMENT
SCHOOL RESOURCE OFFICER
ADDENDUM A TO CONTRACT**

PROGRAM GOAL:

1. To improve the relationship between the Pierce County Sheriff's Department and the School District.
2. To reduce crime and improve security in the schools.
3. To improve the quality of education in school.

PROGRAM BENEFITS:

The SRO Program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the Sheriff's Department. Overall, the relationship between the schools, staff, students, the Sheriff's Department, and the community will improve.

SRO DUTIES:

1. Conduct preliminary investigations of crimes that have occurred on/off campus involving students from any school district and that are reported at the schools within the School District.
2. Assist the Sheriff's Department Juvenile Section in conducting follow up investigations involving students of the School District.
3. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
4. Provide advice to School District personnel on law enforcement issues. Officers will assist in providing solutions to security problems that arise in the School District.
5. Maintain a close working relationship and share information with other Sheriff's Department Operations Bureau personnel on matters of mutual interest. SROs will normally attend turnouts.

-
6. Assist School District personnel in the identification of/and behavior modification of problem students and law enforcement and security-related problem resolution.
 7. Handle traffic complaints involving students on district properties and immediately adjoining areas.
 8. Work with School District security personnel on matters of mutual concern and provide them with training to enhance school safety.
 9. Develop mentor relationships with students when possible.
 10. Work flexible or adjusted shifts when necessary and permissible by labor contract to accommodate evening meetings, presentations, or other classes involving the SRO.
 11. Attend Sheriff's Department training as required.
 12. SROs generally will not take any vacation during periods in which school is in session.

**PACIFIC NORTHWEST INNOCENCE LOST TASK FORCE (PNILTF)
MEMORANDUM OF UNDERSTANDING (MOU)**

1) PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI); and the Lakewood Police Department; Washington State Patrol, Tacoma Police Department, Everett Police Department, Lynwood Police Department, Snohomish Sheriff's Office, Mount Vernon Police Department, Pierce County Sheriff's Office.

2) AUTHORITIES

Authority for the FBI to enter into this agreement can be found at 28 U.S.C. § 533; 42 U.S.C. § 3771; and 28 C.F.R. § 0.85 and applicable United States Attorney General guidelines.

3) PURPOSE

The purpose of this MOU is to delineate the responsibilities of PNILTF participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

4) MISSION

The mission of the PNILTF is to identify and target for prosecution organized crime groups responsible for promotion of prostitution, specifically juvenile prostitution, interstate, or through the use of interstate commerce, drug trafficking, money laundering and alien smuggling. The PNILTF will enhance the effectiveness of Federal/State/Local law enforcement resources through a well coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

5) SUPERVISION AND CONTROL

A. Supervision

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Overall supervision of the personnel on the PNILTF shall be the shared responsibility of the participants.

The Special Agent in Charge (SAC) of the Seattle Division shall designate one Supervisory Special Agent (SSA) to have direct and daily responsibility for all personnel and investigative matters pertaining to the PNILTF.

Responsibility for conduct, not under the direction of the SAC or SSA, of each PNILTF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of their respective employees.

Each agency member who is a PNILTF member will be subject to the personnel rules, regulations, laws, and policies applicable to those of their respective agencies. FBI participants will continue to adhere to the Bureau's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice.

Each PNILTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

Subject to other provisions in this document, continued membership on the PNILTF will be based on performance and will be at the discretion of each member's respective supervisor.

B. Case Assignments

The FBI SSA with designated oversight for investigative and personnel matters will be responsible for opening, monitoring, directing, and closing PNILTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for investigative and personnel matters.

For FBI administrative purposes, PNILTF cases will be entered into the relevant FBI computer system.

PNILTF members will have equal responsibility for each case assigned. PNILTF personnel will be totally responsible for the complete investigation from predication to resolution.

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C. Resource Control

Specific control of PNILTF resources, including personnel, and the continual dedication of PNILTF resources shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

6) OPERATIONS

A. Investigative Exclusivity

It is agreed that matters designated to be handled by the PNILTF will not knowingly be subject to non-PNILTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the PNILTF-S existence and areas of concern.

It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to PNILTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

B. Informants

The disclosure of FBI informants to non-PNILTF members will be limited to those situations where it is essential to the effective performance of the PNILTF. These disclosures will be consistent with applicable FBI guidelines.

Non-FBI PNILTF members may not make any further disclosure of the identity of an FBI informant, including to other members of the PNILTF. No documents which identify, tend to identify, or may indirectly identify an FBI informant may be released without prior FBI approval.

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In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant=s continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

The United States Attorney General=s guidelines and FBI policy and procedure for operating FBI informants and cooperating witnesses (CWs) shall apply to all FBI informants and CWs opened and operated in furtherance of PNILTF investigations. Documentation of, and any payments made to, FBI informants and CWs shall be in accordance with FBI policy and procedure.

Operation, documentation, and payment of solely state, county, or local informants and CWs opened and operated by Non-FBI PNILTF members in furtherance of PNILTF investigations must be in accordance with the United States Attorney General=s guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of PNILTF investigations shall be maintained at an agreed to location.

C. Reports and Records

All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the PNILTF will be made available for inclusion in the respective investigative agencies= files as appropriate.

PNILTF reports prepared in cases assigned to state, county and local participants will be maintained at a FBI approved location; original documents will be maintained by the FBI.

Records and reports generated in PNILTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for PNILTF

PNILTF investigative records maintained at the Tacoma Resident Agency office of the FBI will be available to all PNILTF members, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.

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All evidence and original tape recordings (audio and video) acquired during the course of the PNILTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by PNILTF personnel.

ALL PNILTF investigative records will be maintained at an approved FBI location.

Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies.

Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

7) INFORMATION SHARING

No information possessed by the FBI, to include information derived from informal communications by the Assignee with personnel of the FBI, may be disseminated by the Assignee to non PNILTF personnel without the permission of the Assignee's designated FBI PNILTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the Participating Agencies that would permit the Participating Agencies to receive that information directly. Likewise, the Assignee will not provide any Participating Agency information to the FBI that is not otherwise available to it unless authorized by appropriate Participating Agency officials.

8) PROSECUTIONS

PNILTF investigative procedure is to conform to the requirements for Federal Prosecution.

A determination will be made on a case-by-case basis whether the prosecution of PNILTF cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the PNILTF.

In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a PNILTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.

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Whether to continue and/or conduct additional investigation of the state or local crimes involved will be at the sole discretion of the respective state and local authorities.

A. Investigative Methods/Evidence

For cases assigned to an FBI Special Agent or in which FBI informants or cooperating witnesses are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance.

In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of the FBI.

B. Undercover Operations

All PNILTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional Memorandum of Understanding (MOU) if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

9) DEADLY FORCE AND SHOOTING INCIDENT POLICIES

Members of the PNILTF will follow their own agency's policy concerning firearms discharge and use of deadly force.

10) DEPUTATIONS

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Local and state law enforcement personnel designated to the PNILTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator=s assignment to the PNILTF or until the termination of the PNILTF, whichever comes first.

Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

11) VEHICLES

The FBI may authorize members of the PNILTF to use vehicles owned or leased by the FBI when necessary in connection with PNILTF surveillance, case management and investigations, and if available.

When authorized, participating agency personnel using FBI vehicles agree to operate the vehicles in accordance with all applicable FBI rules and regulations as outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I Section 3.1.

FBI vehicles, including Government-owned, rented, and leased vehicles, are to be used for official business only.

The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to PNILTF business.

The responsibility for all other liability attributed to the participating agencies resulting from the use of PNILTF vehicles by their employees, confidential informants, or by cooperating witnesses rests with the individual participating agency.

The participating agencies agree to be responsible for any damage incurred to PNILTF vehicles caused by any act or omission on the part of their respective employees and participating agencies agree to assume financial responsibility for property damage to said vehicles.

A separate vehicle use agreement will be executed by the PNILTF member.

12) SALARY/OVERTIME COMPENSATION

The overtime of PNILTF members may be paid by the FBI in accordance with a separate Contract Reimbursement Agreement.

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13) PROPERTY AND EQUIPMENT

Property utilized by the PNILTF in connection with authorized investigations and/or operations and is the custody and control and used at the direction of the PNILTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment.

14) FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

15) FORFEITURES

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunctions with PNILTF operations.

Asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set forth by the FBI and Department of Justice (DOJ). Forfeitures attributable to PNILTF investigations may be distributed among the agencies participating in the PNILTF.

16) DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the PNILTF=s objectives.

The parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

17) MEDIA RELEASES

All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

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Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

18) SECURITY CLEARANCES

Thirty days prior to being assigned to the PNILTF, each candidate will be required to furnish pages 1, 2, 3, 9 (certification only), and 10 of the AQuestionnaire for Sensitive Positions@ (SF-86). Sometime thereafter, a representative from the FBI will conduct an interview of each candidate.

If, for any reason, a candidate is not selected, the participating agency will be so advised and a request will be made for another candidate.

Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policy and procedures.

During the briefing, each candidate will execute a non-disclosure agreement (SF-312) and FD-868, as may be necessary or required by the FBI.

PNILTF members will be required to undergo a full background investigation and receive and maintain a "Top Secret" security clearance. In addition, PNILTF members will also be required to complete the "Questionnaire for Sensitive Positions" and the required fingerprint cards. In the interim, PNILTF members will not be allowed unescorted access to FBI space.

Upon departure from the PNILTF, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the PNILTF member.

19) LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by DOJ on a case by case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal, state or local law enforcement officer.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his employment, shall be an action against the

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United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. ' 1346(b), ' ' 2671-2680.

For the limited purpose of defending claims arising out of PNILTF activity, state or local law enforcement officers who have been specially deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an æemployee@ of the United States government as defined in 28 U.S.C. ' 2671. See 5 U.S.C. ' 3374(c)(2).

Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. ' 2679(b)(1) the Attorney General or her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident-giving rise to the suit. Id., 28 U.S.C. ' 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. ' 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.

If the Attorney general declines to certify that an employee was acting within the scope of employment, æthe employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of this office or employment.@ 28 U.S.C. ' 2679(d)(3).

Liability for negligent or willful acts of PNILTF employees, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. ' 1983 for state and local officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts æinsofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800 (1982).

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PNILTF officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R. ' 50.15, 50.16.

An employee may be provided representation Awhen the actions for which representation requested reasonably appear to have been performed within the scope of the employee=s employment and the Attorney General or [her] designee determines that providing representation would otherwise be in the interest of the United States.@ 28 C.F.R. ' 50.15(a).

A PNILTF officer=s written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the PNILTF. The CDC will then forward the representation request to the FBI=s Office of the General Counsel (OGC) together with a Letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. ' 50.15(a)(3).

If a PNILTF officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. ' 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. ' 50.15(a).

20) DURATION

The term of this MOU is for the duration of the PNILTF=s operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

Any participating agency may withdraw from the PNILTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the PNILTF at least 30 days prior to withdrawal.

11
FOR OFFICIAL USE ONLY

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Upon termination of this MOU, all equipment provided to the PNILTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any PNILTF participation.

21) MODIFICATIONS

This agreement may be modified at any time by written consent of all involved agencies.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

Paul A. Pastor 5-28-08
 Other Agency CA PERCE CO. S.O. Date

Daura M. Laughlin 6/16/08
 SPECIAL AGENT IN CHARGE FOR FBI DATE

Maury V. Taylor 6/25/2008
 Contracting Officer Date
Maury V. Taylor
 Contracting Officer
 Federal Bureau of Investigation

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**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

*Pacific Northwest Airframe Joint Task Force
MOU*

Contract #

65614

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:*See MOU*

Contractor Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: *FBI*

UBI No. _____

Address: _____

Mailing
Address: _____

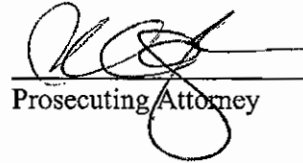
Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:



Prosecuting Attorney

5/27/08

Date

Recommended:

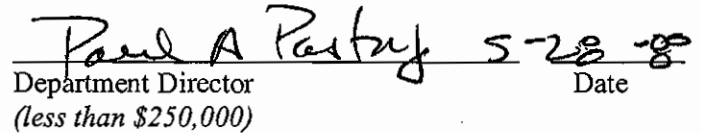


Budget and Finance

5-27

Date

Approved:

Department Director
(less than \$250,000)*5-28-08*
Date

County Executive (over \$250,000)

Date

**PIERCE COUNTY SHERIFF'S DEPARTMENT AND
PUYALLUP SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER
AGREEMENT**

THIS AGREEMENT is made by and between the Pierce County Sheriff's Department, hereinafter referred to as "County", and the Puyallup School District, hereinafter referred to as "Contractor".

RECITALS:

- A. The Contractor wishes to contract with the County for the services of two (2) School Resource Officer's (SRO)
- B. Pierce County will render such services according to the terms and conditions hereinafter set forth.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The County agrees to provide the Contractor with the services of two (2) SRO's. The services provided by a SRO are described in Addendum A, attached. The SRO will remain employees of the County.
- 2. The delivery of such service, the standards of performance, the discipline of officers, the control of County personnel, and other matters incidental to the performance of such services shall remain under the control of the County. In the event of a dispute between the parties as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such service, the determination thereof made by the County shall be final and conclusive; provided, however, that the Contractor may terminate the agreement in the event that it is dissatisfied with the County's determination.
- 3. To perform said services the County shall furnish and supply all labor, supervision, equipment, and supplies.
- 4. The contractor shall not assume any liability for the direct payment of any salaries, wages, or other compensation to a SRO performing the service provided hereunder. The County shall be responsible for any cost of overtime as authorized by the chain of command of the SRO. The Contractor shall be responsible for any overtime or off-duty employment cost; and any authorized overtime, as authorized by the Contractor will be billed by the County to the Contractor at the actual cost of overtime. Off-duty employment agreements shall be between the Contractor and SRO. Except as otherwise specified herein, the Contractor shall not be liable for compensation for wages or indemnity to any County employee for injury or sickness arising out of his/her employment of this contract.
- 5. Unless sooner terminated as provided for herein, this agreement shall be effective September 1, 2012 to June 30, 2013. At the option of the County and the Contractor, this agreement may be renewed.

6. The Contractor will reimburse the County for the services of two (2) SRO's, as provided by this contract, for the duration of the contract in the amount of \$190,880 (\$95,440 per SRO), to be billed in ten monthly installments of \$19,088. The Contractor acknowledges that the cost of each SRO, as set forth above, is based on the actual cost of the SRO to the County.
7. The County shall invoice said Contractor by the 10th of each month for the SRO services provided for the previous month. The Contractor shall pay County therefore within thirty (30) days after receipt of said invoice.
8. The SRO will not be assigned to duties other than required Departmental training on days when school is in session. If such assignments are unavoidable, the County agrees to reimburse the Contractor, at the SRO's per diem rate, for the time missed.
9. As part of its compliance with all applicable laws and regulations relating to employee hiring, the parties agree that the County Civil Service Rules which prohibit discrimination on the basis on non-merit factors, shall for purpose of this contract, be read and understood by the Contractor. Furthermore, this agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the County of Pierce.
10. Either party may, in writing, request changes in the Agreement. Any and all agreed modifications should be in writing, signed by each of the parties, and affixed to this contract.
11. The County or the Contractor may terminate the contract in whole or in part whenever the County or the Contractor determines, in its sole discretion, that such termination is in the best interests of the County or the Contractor. An equitable adjustment in the contract price will be made so that the Contractor pays only for those days of service actually provided. Termination of this contract by the County or Contractor at any time during their term, whether for default or convenience, shall not constitute a breach of contract by the County or Contractor. The Contractor agrees to give the County 30 days notice if it intends to terminate this contract.
12. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, in Pierce County or in a county adjacent to Pierce County. This agreement shall be governed by the law of the State of Washington.
13. Differences between the Contractor and the County, arising under and by virtue of the contract documents, shall be brought to the attention of the County or Contractor at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
14. Laws involving confidentiality govern both the Contractor and the County. Both the Contractor and the County agree that its employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Buckley Act governs the Contractor and the County understands that this act and other state and federal laws will restrict the issuance of certain information to the County. The Contractor likewise understands that certain intelligence information is to

remain confidential and in the sole control of the County. Each agency agrees to respect the requirement imposed on the other and in the event of any judicial action being taken, to promptly notify the other of any attempt to seek disclosure of information.

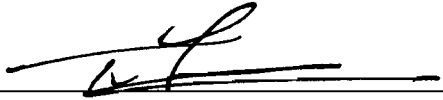
15. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there-from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Sub-contractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
16. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Pierce County Sheriff, 930 Tacoma Avenue South, Tacoma, Washington 98402. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
17. Except as set forth elsewhere in the agreement, for all purposes under this agreement, except service of process, notice shall be given by the County to the Superintendent of Schools, Puyallup School District, P.O. Box 370, Puyallup, WA, 98371. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
18. If any term or condition of this contract or the application thereof to any persons(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given without the invalid term, condition, or application. The terms and conditions of this contract are declared severable.
19. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
20. This written contract represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

End of agreement: Signature page immediately following.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE
SCHOOL RESOURCE OFFICER – PUYALLUP SCHOOL DIST.
Contract No. 90367**

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2012.

CONTRACTOR:

 8-1-12
Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: Puyallup School District

UBI No. _____

Address: 302 Second St SE
Puyallup, WA 98372

Mailing Address: same

Contact Name: Barb Pope

Phone: 253-840-8848

Fax: 253-840-8938

PIERCE COUNTY:

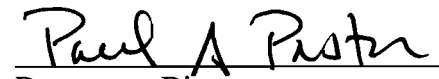
Approved As to Legal Form Only:

 8/7/12
Prosecuting Attorney Date

Recommended:

 8/28/12
Budget and Finance Date

Approved:

 8-14-12
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

PIERCE COUNTY SHERIFF'S DEPARTMENT SCHOOL RESOURCE OFFICER ADDENDUM A TO CONTRACT

PROGRAM GOAL:

1. To improve the relationship between the Pierce County Sheriff's Department and the School District.
2. To reduce crime and improve security in the schools.
3. To improve the quality of education in school.

PROGRAM BENEFITS:

The SRO Program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the Sheriff's Department. Overall, the relationship between the schools, staff, students, the Sheriff's Department, and the community will improve.

SRO DUTIES:

1. Conduct preliminary investigations of crimes that have occurred on/off campus involving students from any school district and that are reported at the schools within the School District.
2. Assist the Sheriff's Department Juvenile Section in conducting follow up investigations involving students of the School District.
3. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
4. Provide advice to School District personnel on law enforcement issues. Officers will assist in providing solutions to security problems that arise in the School District.
5. Maintain a close working relationship and share information with other Sheriff's Department Operations Bureau personnel on matters of mutual interest. SROs will normally attend turnouts.

6. Assist School District personnel in the identification of/and behavior modification of problem students and law enforcement and security-related problem resolution.
7. Handle traffic complaints involving students on district properties and immediately adjoining areas.
8. Work with School District security personnel on matters of mutual concern and provide them with training to enhance school safety.
9. Develop mentor relationships with students when possible.
10. Work flexible or adjusted shifts when necessary and permissible by labor contract to accommodate evening meetings, presentations, or other classes involving the SRO.
11. Attend Sheriff's Department training as required.
12. SROs generally will not take any vacation during periods in which school is in session.

United States Marshals Service

District Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the PIERCE COUNTY, WASHINGTON SHERIFF'S OFFICE and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (*See also*) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (*See also*) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (*See also*) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the DFTF (District Fugitive Task Force). Cases will be adopted by the DFTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the DFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the DFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The DFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the DFTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the DFTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the DFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS DFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the DFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp

and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse or make direct payments to qualified third party vendors for vehicles and equipment purchased by the undersigned state or local agency in support of full time state and local investigators assigned to the DFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the DFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official DFTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the DFTF shall be retained by the agency in the DFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the DFTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA:

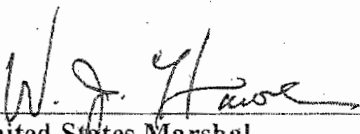
Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

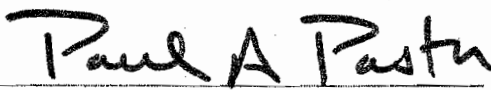
RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.


United States Marshal


Participant Agency Representative *CA*

Assistant Director, IOD

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # 18554

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2010.

CONTRACTOR:See Agreement – District Task Force MOU

Contractor Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws _____

Name: United States Marshals Service

Address: _____

Mailing
Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:



Prosecuting Attorney9-9-10
Date

Recommended:



Budget and Finance8/17/11
Date

Approved:



Department Director
(less than \$250,000)9-10-10
Date_____
County Executive (over \$250,000)_____
Date

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is being executed by the below listed agencies:

Federal Bureau of Investigation	(FBI)
Tacoma Police Department	(TPD)
Lakewood Police Department	(LPD)
Pierce County Sheriffs Department	(PCSD)
Washington Department of Corrections	(WDOC)

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies listed above.

I. PURPOSE

This MOU establishes and delineates the mission of the Pierce County Violent Crime Task Force, herein after referred to as the PCVCTF, as a joint cooperative effort. Additionally, the MOU formalizes relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing the violent crime problem within the Pierce County Metropolitan area. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing the most violent criminal activity within the communities served.

This MOU is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. MISSION

The mission of the PCVCTF is to identify and target for prosecution and dismantlement violent street gangs operating in the Pierce County metropolitan area, arresting violent fugitives, and the investigation of armed and/or serial bank robberies. The PCVCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

III. ORGANIZATIONAL STRUCTURE

A. Composition

The PCVCTF will consist of a combined enforcement body of agencies participating in this MOU. These participating agencies will provide full-time assigned personnel, as set forth below:

FBI	1 Special Agents
TPD	1 Detective,
LPD	1 Detective
PCSD	1 Detective
WDOC	1 Officer
BATF	1 Special Agent

B. Direction

All participants acknowledge that the PCVCTF is a joint operation in which all agencies act as partners in the operation of the task force. An Executive Board, made up of the heads of the participating entities, will be responsible for the policy and direction of the PCVCTF. The Executive Board will meet at least quarterly in order to collectively provide policy oversight. Membership on the Executive Board can be delegated by the law enforcement agency head to a subordinate.

C. Supervision

The day to day operation and administrative control of the PCVCTF will be the responsibility of a Supervisory Senior Resident Agent (SSRA) of the FBI. The SSRA will ensure the daily management of the PCVCTF complies with policy and direction provided by the Executive Board. Responsibility for the conduct of PCVCTF members, both personally and professionally, shall remain with the respective agency heads.

IV. PROCEDURES

A. Personnel

Continued assignment of personnel to the PCVCTF will be based upon performance and will be at the discretion of the respective agency heads/supervisors. Each participating agency, upon request, will be provided with an update as to the program, direction and accomplishments of the PCVCTF.

B. Deputization

All local and state law enforcement personnel designated to the PCVCTF, subject to a limited background inquiry, will be federally deputized, with the FBI securing the required deputization authorization. These deputizations will remain in effect throughout the tenure of each investigator's assignment to the PCVCTF or until termination of the task force, whichever occurs first.

(NOTE: Full background investigations and Top Secret security clearances are required in those instances where the Task Force will be housed in FBI space and all members will have unescorted access.)

Personnel from participating agencies will receive a comprehensive briefing on FBI field office security policy and procedures. During the briefing, each individual will execute non-disclosure agreements (SF-312 and FD-868). Upon departure from the PCVCTF, personnel from participating agencies will execute non-disclosure agreements (SF-312 and FD-868) and will be given a security debriefing.

C. Investigations

All PCVCTF investigations will be initiated in accordance with United States Attorney General Guidelines on General Crimes, Racketeering Enterprise and Domestic Security/Terrorism Investigations (AG Guidelines). The investigative methods employed will be consistent with the policies and procedures of the FBI and the AG Guidelines. However, in situations where the statutory or common law of Washington is more restrictive than comparable Federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution. Furthermore, no investigative practices will be undertaken by an individual officer that violate policies or written procedures of that officers participating agency unless approved in writing by the head of that officers agency.

D. Prosecution

The criteria for determining whether to prosecute a particular violation in state or federal court will focus upon achieving the greatest overall benefit to law enforcement and the public. Any question which arises pertaining to prosecutive jurisdiction will be resolved through discussion among all investigative agencies and prosecutive entities having an interest in the matter.

E. Forfeitures

Asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set forth by the FBI and Department of Justice (DOJ). Forfeitures attributable to PCVCTF investigations may be distributed among the agencies participating in the PCVCTF.

V. ADMINISTRATIVE

A. Case Assignments

The FBI SSRA supervising the PCVCTF will oversee the prioritization and assignment of targeted cases and related investigative activity in accordance with the stated objectives and direction of the PCVCTF. Cases will be assigned to investigative teams based on experience, training, performance, expertise, and existing case load.

B. Records and Reports

All investigative reporting will be prepared in compliance with existing FBI

policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the task force will be made available for inclusion in the respective investigative agencies' files as appropriate. In those instances in which the investigation is clearly going to be prosecuted at the local level, records and reports may be prepared in compliance with existing local prosecution standards.

All investigative files will be maintained in FBI space.

C. Evidence and Undercover Operations

All evidence and original tape recordings (audio and video) acquired during the course of PCVCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by the PCVCTF personnel.

All PCVCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Undercover Operations.

D. Investigative Exclusivity

Matters designated to be handled by the PCVCTF will not knowingly be subject to non-Task Force law enforcement efforts. It is incumbent upon each agency to make proper internal notification regarding PCVCTF existence, including its areas of concern.

There shall be no unilateral action taken on the part of any participating agency relating to PCVCTF investigations. All law enforcement action will be coordinated and conducted in a cooperative matter. PCVCTF investigative leads outside the Tacoma FBI Resident Agency territory, which includes all of Pierce County, will be communicated to other FBI offices for appropriate investigation.

E. Informants and Cooperating Witnesses

The United States Attorney General Guidelines and the FBI's guidelines regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by members of the PCVCTF. The FBI agrees, subject to funding availability, to pay informants/cooperating witnesses' expenses in accordance with FBI policies and procedures and which are determined by the FBI to be reasonable and necessary. Where applicable, an appropriate FBI informant/cooperating witness file will be opened wherein all information furnished by the informant/cooperating witness will be maintained. In addition, any recommendations for payments to this informant/cooperating witness will also be documented therein.

F. Staff Briefings

Periodic briefings on PCVCTF investigations will be provided to the heads of

the participating agencies or their designees.

VI. MEDIA

All media releases pertaining to PCVCTF investigations and/or arrests will be coordinated and made jointly by all participants of this MOU. No unilateral press releases will be made by any participating agency without the prior approval of the other participants. No information pertaining to the PCVCTF itself will be released to the media without mutual approval of all participants.

VII. EQUIPMENT

A. Communication

The FBI, TPD, LPD, and PCSD agree, subject to available funding, to provide sufficient portable radios capable of transmitting and receiving on their respective frequencies. Battery chargers and rechargeable batteries will also be provided for those radios.

VIII. FUNDING

Each participating agency agrees to provide the full time services of its respective personnel for the duration of this operation. Participating agencies agree to assume all personnel costs for their task force representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency. Subject to funding availability and legislative authorization, the FBI will reimburse to participating local and state agencies the cost of overtime worked by PCVCTF members assigned full time to the task force, providing overtime expenses were incurred as a result of PCVCTF related duties. Separate Contract Reimbursable Agreements (CRAs) will be executed by the FBI and each participating agency consistent with regulations and policy.

IX. LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal, state or local law enforcement officer.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), §§ 2671-2680.

For the limited purpose of defending claims arising out of TASK FORCE activity, state or local law enforcement officers who have been specially deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU,

may be considered an "employee" of the United States government as defined in 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), the Attorney General or his/her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident giving rise to the suit. *Id.*, 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.

If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Liability for any negligent or willful acts of TASK FORCE employees, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state and local officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).

TASK FORCE officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R. §§ 50.15, 50.16.

An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or [her] designee determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

A TASK FORCE officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the TASK FORCE. The CDC will then forward the representation request to the FBI's Office of the General Counsel (OGC) together with a Letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department

representation. 28 C.F.R. § 50.15(a)(3).

If a TASK FORCE officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

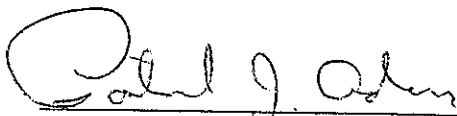
X. DURATION

This MOU shall remain in effect until terminated as specified below. Continuation of this MOU shall be subject to the availability of necessary funding. This agreement may be modified at any time by written consent of all involved agencies. This agreement may be terminated at any time by any of the participating agencies, including the FBI. The participating agencies may withdraw from this agreement at any time by providing a 30 day written notice of its intent to withdraw to all other participating agencies. Upon the termination of the PCVCTF and the MOU, all equipment will be returned to the supplying agencies.

XI. MODIFICATIONS

This agreement may be modified at any time by written consent of all involved agencies.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.



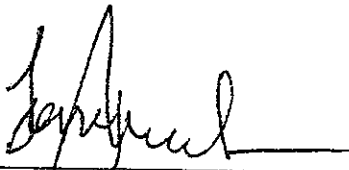
Patrick J. Adams
Special Agent in Charge
Federal Bureau of Investigation

3/10/04
Date



Donald L. Ramsdell
Chief
Tacoma Police Department

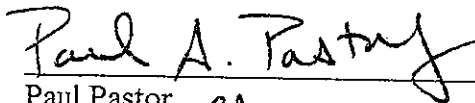
2/24/04
Date


 Scott Rohlf
 City Manager

City of Lakewood, Washington

Chief of Police

1/30/04
 Date



 Paul Pastor

Sheriff

Pierce County Sheriff's Department

Chief Law Enforcement Officer for
 "Lakewood Police Department"

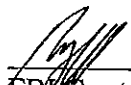
10-2-04
 Date


 Kevin Bovecamp

Field Administrator

Washington Department of Corrections

2-12-04
 Date


 FBI Contracting Officer

Marcianne M. Grzedzinski
 Contracting Officer
 Federal Bureau of Investigation

1-13-04
 Date

Regional

ARREST	NAME	DOB	WEAPON	CHARGES	COURT STATUS	SENTENCE
9/29/2003	Karlton Devon Marcy	1/9/1979		Federal UFAP Warrant	NA	NA
10/1/2003	Anthony Weaver	3/18/1982		Warrant - Murder	King County	16 years
10/2/2003	Aaron Michael Davis	2/3/1975		Warrant - Kidnapping	NA	NA
10/9/2003	David Charles Gaut	11/15/1972	Gun	Carrying concealed weapon	Jury trial 5/25/04	
10/10/2003	Edward Layon Brown	10/28/1975		Warrant-Drugs	NA	NA
10/14/2003	Shelton Keys III	1/2/1967		Warrant-Robbery	NA	NA
10/29/2003	Devon Oliver Gatson	2/2/1983	Gun	Unlawful Possession of Firearm, Drugs, Warrant-Car	pled guilty 3/1/04	85 months
11/5/2003	Keyaun M. Howell	4/1/1980	Gun	Drugs/Firearm	homicide victim 4/04	homicide victim 4/04
11/6/2003	Jason Lloyd Murphy	7/30/1970	Gun	Federal-Unlawful Possession of Firearm	Indicted 12/3/04	
11/18/2003	Robert Lee Ristick	12/17/1953		Federal UFAP Warrant	NA	NA
12/4/2003	Paul Joseph Robinson	11/6/1976	Gun	Federal-Unlawful Possession of Firearm	Complaint 3/8/04	Fugitive
12/4/2003	Wayne R. Reisdorph	11/15/1960		Robbery	Pled Guilty 1/21/04	57 months
12/5/2003	Rodney Strader	8/9/1965		Federal UFAP - Escape		
12/9/2003	Kenneth D. Humphrey	7/23/1980		Warrant	NA	NA
12/9/2003	Tefonie Miyet Wood	7/25/1980		Warrant-Material Witness in Homicide Trial	NA	NA
12/10/2003	Tom Espey	8/14/1959		Warrant	NA	
12/11/2003	Jimmy John	9/29/1983		UPCS	Jury trial 6/3/04	
12/11/2003	George McCloud	5/3/1982		Warrant	NA	
12/18/2003	Charles C. Woods	11/23/1977	Gun	UPCS w/ Intent to Deliver, UP Firearm 1st, UP Short-	Jury trial 5/27/04	
12/18/2003	Evan James Blakely	7/23/1980	Guns-2	UPCS w/ Intent to Deliver, Resisting Arrest, UP Firearm	pled guilty 4/12/04	49 months
12/23/2003	James Myron Woods	6/21/1965	Gun	Drugs/Firearm	NA	NA
12/29/2003	Shawn L. Porchia	9/6/1976	Gun	State- Drugs and Firearm	NA	NA
1/2/2004	Michael Jovan Wilson	8/19/1985		Warrant-Material Witness in Assault 1 Trial	NA	NA
1/16/2004	Shawn L. Porchia	9/6/1976		Federal: UPCS with Intent to Deliver, UP of a Firearm	Indicted 1/29/04	
1/22/2004	Gary L. Schuster	1/1/1979		UPCS with Intent to Deliver	Jury trial 4/29/04	

1/22/2004	Kristine Rae Bond	2/2/1967	Possessing Stolen Property in the 1st	pled guilty 2/23/04	28 days
1/22/2004	James Daniel Sharp	3/2/1959	UPCS with Intent to Deliver	jury trial 7/21/04	
1/22/2004	Oresta Basilda Rivero	11/9/1960	Warrant-DOC	NA	NA
1/23/2004	William A. Young	10/28/1977	UPCS with Intent to Deliver, UP of a Firearm in 2nd	jury trial 6/10/04	
1/23/2004	Candace N. Marshall	9/29/1982	UPCS with Intent to Deliver	jury trial 6/10/04	
1/26/2004	Antwone Goolsby	7/6/1977	Warrant-Drugs	NA	NA
1/27/2004	Tyrone Moss	10/14/1984	UPCS with Intent to Deliver, DWLS 3rd	pled guilty 3/25/04	428 days
1/27/2004	Harold Curtis Staten	7/24/1980	Warrant	NA	NA
1/27/2004	Warren D. Blockman	5/27/1978	Warrant	NA	NA
1/28/2004	Antwone Lazzell	7/27/1965	Federal-Bank Robbery		
2/3/2004	Percy Campbell	12/13/1958	Federal Warrant	NA	
2/6/2004	Alesia Dacus	6/23/1975	UPCS	pled guilty 3/1/04	137 days
2/6/2004	Carmen Quabner	11/23/1975	Warrant	NA	NA
2/6/2004	James S. Anderson	6/5/1977	UPCS/Firearm	dismissed	NA
2/6/2004	Terrance Tadford	5/2/1988	UPCS/Firearm	Juvenile	
2/6/2004	Antuan Walker	12/24/1986	UPCS/Firearm	Juvenile	
2/7/2004	Joseph Minor	3/4/1983	Robbery	pled guilty as charged 4/27/04	
2/7/2004	Steven E. South	10/30/1982	Robbery	pled guilty as charged 4/22/04	
2/7/2004	Brandon R. Pritchett	12/16/1985	Robbery	pled guilty as charged 3/21/04	
2/7/2004	Brandon J. McGowan	4/12/1984	Robbery	jury trial 5/10/04	
2/13/2004	Evan James Blakey	7/23/1980	UPCS with Intent to Deliver	pled guilty 4/12/04	49 months
2/13/2004	Vernon Louis Curry	12/20/1981	UPCS w/ Intent to Deliver, Unlawful Possession of a F	jury trial 5/19/04	
2/20/2004	Angelique M. Herron	12/6/1975	Federal	Federal	
2/20/2004	Kathleen Renee Gook	12/31/1973	Federal	pled guilty 3/19/04	
2/20/2004	Robert Cayton Gibson	11/29/1974	Warrant	NA	NA
2/20/2004	Michael Lee Madden	9/25/1970	Warrant	NA	NA
2/20/2004	Nicole Carter	9/7/1981	Warrant	NA	NA

2/26/2004	James Lee Cobb	2/6/1979	UPCS with Intent to Deliver	pled guilty as charged	sentencing 5/17/04
3/5/2004	Frank Chester Earl	7/17/1952	Federal UFAP - Child Rape 1, Child Rape 2, Child Rape 3	jury trial 7/6/04	
3/10/2004	Gary L. Schuster	1/11/1979	Gun	Unlawful Possession of Firearm (Warrant-Drugs)	NA
3/10/2004	Tyson Lee Leonard	11/2/1979	UPCS with Intent to Deliver	jury trial 6/3/04	
3/15/2004	Ovell Webb	5/9/1975	Federal-Drugs	Indicted 4/14/04	
3/18/2004	William E. McDowell	4/16/1975	Guns-3	Federal-Unlawful Possession of Firearm, Drugs	Indicted 4/7/04
3/11/2004	Kevin S. Brady	8/26/1983	UPCS with Intent to Deliver, DWLS in the 3rd	jury trial 6/14/04	
4/6/2004	Stephen E. Kercheval	8/15/1974	UPCS with Intent to Deliver	jury trial 5/24/04	
4/6/2004	Earl Ray Harleaux	7/2/1982	UPCS with Intent to Deliver	jury trial 5/24/04	
4/8/2004	Charles Johnson	2/2/1965	UPCS with Intent to Deliver	jury trial 7/22/04	
4/8/2004	Karla M. Finley	3/23/1972	UPCS with Intent to Deliver	jury trial 7/22/04	
4/10/2004	Cinque R. Murphy	12/13/1984	Felony Possession of Firearm, UPCS, UP Firearm 1st	jury trial 5/26/04	
4/10/2004	Jason R. Holmes	4/3/1980	Gun	UP Firearm 1st, UPCS, DWLS, Obstructing Police Officer	jury trial 5/26/04
4/11/2004	Larry D. Coppadge	2/8/1980	Guns-4	PSP 1st, UP Firearm 1st, Obstructing Police Officer	jury trial 5/26/04
4/16/2004	Labarron T. Conners	11/21/1984	Gun	UP firearm 1st, UPCS - Marijuana	jury trial 6/2/04
4/16/2004	Jamaal L. Pinkney	4/19/1984	UP firearm 2nd	jury trial 6/2/04	
4/16/2004	Anthony M. Thomas	3/22/1986	Drive By Shooting	Juvenile	
4/16/2004	George R. Thomas	3/30/1985	UP firearm 1st	jury trial 6/2/04	
4/18/2004	Bryant Kinta Moss	7/9/1977	UPCS, DWLS (Warrant-DOC)	jury trial 6/3/04	
4/20/2004	Jesse James Bailey	2/17/1984	Gun	UP firearm 2nd, Assault 1 x2, Elude Police Vehicle, R	jury trial 6/3/04
4/20/2004	Angelique Treptow	1/31/1973	Gun	Unlawful Possession of Firearm (Warrant-Robbery 1)	jury trial 6/7/04
4/20/2004	Zachary J. Howell	7/18/1985	Gun	Attempting Elude Police Vehicle, UP Firearm 1st	jury trial 6/16/04
4/20/2004	Byron J. Lombardi	8/6/1986	PSP 1, Felony Elude, Escape 2, PSP 2	Juvenile	Juvenile
4/23/2004	Oh Yut Mah Lah Keating	4/27/1976	Bail Jump, TMVWOP, UP Anhyd. Amm., UP Firearm	jury trial 6/7/04	
FUGITIVE	Franklin Delacruz	10/15/1976	Federal UFAP - Homicide		
5/3/2004	Rhonda Stell	8/27/1964	Warrant - Material Witness	released to King County	
4/27/2004	Justin Meehan	4/13/1974	Warrant - Fugitive	released to Clackamas County, OR	

5/11/2004	Carmen Quabner	11/23/1975		DWLS		
5/13/2004	Marcus Patton	5/23/1979	Guns-3	Unlawful Possession of Firearm 1, Burglary 1, DWLS	Jury trial 6/28/04	
5/14/2004	Rayland Jensen	6/28/1979		UPCS with Intent to Deliver		
5/17/2004	Monteece Brewer		Gun	Juvenile	Juvenile	Juvenile
5/17/2004	Marlon Brewer	3/13/1986		Robbery 1		
5/17/2004	Antwone Goolsby	7/6/1977		Warrant - DOC, Escape		
5/17/2004	Jimmy Robert Hunt	6/10/1985	Gun	UPCS with Intent, UPCS Marijuana, Drug Para, Unlawful Carry/Sell Weapon, Fugitive - Attempt Murder		
5/17/2004	Terrence Tadford	5/2/1988	Gun	Juvenile	Juvenile	Juvenile

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 36078

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:

See MOU _____
Contractor Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws _____

Name: Pierce County Violent Crimes Task Force

UBI No. _____

Address: 930 Tacoma Ave S

Tacoma, WA 98402

Mailing Address: Same as above

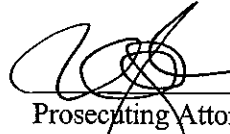
Contact Name: Pete Carder

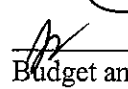
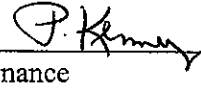
Phone: 253-798-3637

Fax: _____

PIERCE COUNTY:

Reviewed:

 _____ 9/29/04
Prosecuting Attorney (*as to form only*) Date

  _____ 10.7
Budget and Finance Date

Approved:

See MOU _____
Department Director _____ Date _____
(*less than \$250,000*)

_____ Date _____
County Executive (*over \$250,000*)

CONTRACTOR-

Complete the tax status information for **one** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

Name of Corporation

Corporation's Employer Identification Number

MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON STATE PATROL
AND
PIERCE COUNTY

This Memorandum of Understanding (MOU) is made and entered into by and between the Washington State Patrol, ATTN: Commercial Vehicle Division, PO Box 42614, Olympia WA 98504-2614, hereinafter referred to as WSP; and Pierce County, ATTN: Pierce County Sheriff's Office, 930 Tacoma Avenue S, Tacoma WA 98407, hereinafter referred to as the County.

The purpose of this MOU is to provide the County a means to use the Federal Motor Carrier Safety Administration's (FMCSA) ASPEN software to upload commercial vehicle inspection data into FMCSA's Motor Carrier Management Information System (MCMIS) via WSP's SAFETYNET. Each party is responsible for its own costs while performing under this MOU.

1. **Introduction.** ASPEN was developed to facilitate electronic roadside safety inspections of commercial vehicles and drivers. It provides users with current information about the carrier, an inspection recommendation based on the carrier's safety and accident history, and computer assisted data entry procedures for conducting inspections. The Safety and Fitness Electronic Records System (SAFER) provides information to keep ASPEN users current by identifying changes to carrier information from MCMIS; it also provides a mechanism to electronically transfer inspections reports from roadside ASPEN units to SAFER for input into WSP's SAFETYNET and MCMIS.
2. **Scope of Work.** The parties to this MOU agree to the following:
 - 2.1 County Responsibilities.
 - 2.1.1. Administration. The County shall designate a computer (IT) specialist to administer the County's use of ASPEN, SAFER and related software and equipment. The IT specialist shall obtain a User Authentication System (UAS) account from WSP for purposes of downloading the County's own Aspen/ Inspection Selection System (ISS) updates. The County shall maintain software and hardware to keep it compatible with ASPEN and SAFER; resolve software and hardware problems that officers may encounter with the program; set up software to make it agency-specific; update computers with new versions of the software as it is released; and update computers with new editions of the ISS and any other add-on programs required by SAFER or ASPEN in accordance with timelines, if any, provided by FMCSA or the Washington State Patrol (WSP), the County shall also resolve download and data entry problems after County officers submit their inspections to SAFER; and safeguard the County ASPEN manager's password to assure data integrity. The County will determine and inform WSP of preferred method of obtaining equipment appropriate for running the ASPEN program. If using WSP purchased equipment, the County will inform WSP Computer Support Personnel when warranty repair work is required on the equipment. The County is responsible for making sure that the ASPEN and ISS applications coexist effectively with other possible applications on their computers.

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND
PIERCE COUNTY - continued

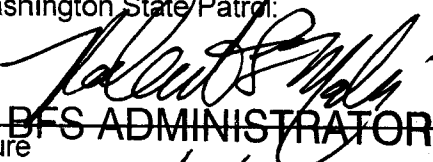
- 2.1.2. Training. The County's ASPEN computer specialist and all County officers using ASPEN shall attend at least two hours of ASPEN-related training conducted by WSP. The County shall be responsible for providing any necessary training subsequent to this initial training provided by WSP. The County will correspond with the WSP's Commercial Vehicle Division's (CVD) Computer Support group supervisor to arrange the time and location for the Administrator and End-User training.
- 2.1.3. Data Transfer. County officers using ASPEN shall upload inspection reports to SAFER on a daily basis. If the County experiences delays with the transfer due to equipment failure/phone line failure, the County will inform the WSP's CVD Computer Support Supervisor.
- 2.2 WSP Responsibilities.
- 2.2.1 Administration. The WSP will provide at least one Commercial Vehicle Officer (CVO) to provide in-the-field training to County personnel. The WSP's CVD computer support group will be responsible for providing the County with an ASPEN user's identification number and dial-in account for uploading ASPEN data. WSP's CVD computer support supervisor will work with the County's technical representative to arrange a date for initial installation and training of the ASPEN and ISS applications.
- 2.2.2. Software Distribution. WSP shall provide to the County one initial installation copy each of the current versions of ASPEN and ISS software. The County shall be responsible for obtaining newer versions of this software as they become available. Software is available on the FMCSA website; if any critical software is unavailable on the website, WSP shall provide that data to the designated IT specialist to update the County's ASPEN Programs.
- 2.2.3. Training. WSP shall conduct one initial ASPEN/ISS training class for the County ASPEN computer specialist and up to five County officers. All subsequent training will be the responsibility of the County.
3. **Period of Performance**. Subject to its other provisions, the period of performance of this MOU shall start on the date of the final signature to this MOU, and shall continue for a period of five (5) years unless terminated sooner as provided herein.
4. **Agency Representatives**. The following persons or their successors represent the parties in matters involving this MOU:
- | | |
|----------------------------------|---------------------|
| For the Washington State Patrol: | For Pierce County: |
| Captain Coral Estes | Sheriff Paul Pastor |
5. **Hold Harmless**. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees or agents while performing this MOU.
6. **Termination**. Except as otherwise provided in this MOU, either party may terminate its participation in this MOU upon thirty (30) days' written notification to the other party. If a party's participation in this MOU is so terminated, the terminating party shall be liable only for

MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL AND
PIERCE COUNTY - continued

performance in accordance with the terms of this MOU for performance prior to the effective
date of termination.

IN WITNESS WHEREOF, the parties have executed this MOU.

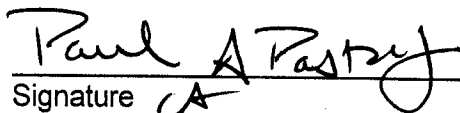
For Washington State Patrol:


Signature **BFS ADMINISTRATOR**

Date

3/7/05

For Pierce County


Signature **CA**

Date

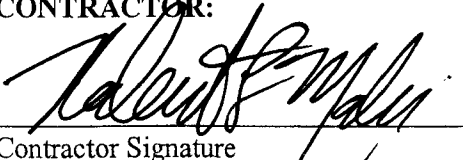
6 FEB 05

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract # 41481

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

 3/4/05
 Contractor Signature Date

BFS ADMINISTRATOR

Title of Signatory Authorized by Firm Bylaws

Name: Washington State Patrol


UBI No. _____

Address: PO Box 42602Olympia, WA 98504-2602Mailing
Address: Same as aboveContact Name: Shawn EckhartPhone: 360-570-3125

Fax: _____

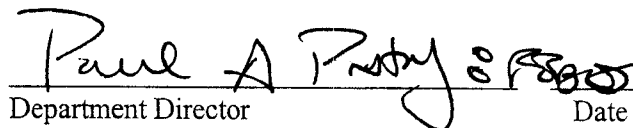
PIERCE COUNTY:

Reviewed:

 2/7/05
 Prosecuting Attorney (as to form only) Date

 3-1
 Budget and Finance Date

Approved:

 _____
 Department Director Date
 (less than \$250,000)

 County Executive (over \$250,000) Date

CONTRACTOR-Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.**SOLE PROPRIETOR:**

Business Owner's Name _____

Business Owner's Social Security Number _____

DBA/Business or Trade Name (if applicable) _____

PARTNERSHIP:

Name of Partnership _____

Partnership's Employer Identification Number _____

CORPORATION:

Name of Corporation _____

Corporation's Employer Identification Number _____